



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: March 6, 2013

Time: Closed Session 6:00 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Prospective Revisions to Lease of City Property (10± Acres Adjacent to White Slough Water Pollution Control Facility, Located at 12745 North Thornton Road, Lodi, CA); the Negotiating Parties are Northern California Power Agency and City of Lodi; Government Code §54956.8
- b) Exposure to Litigation; Roger and Melinda Harbin v. City of Lodi; Government Code Section 54956.9(b)

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations

- B-1 Arbor Day Proclamation (PRCS)
- B-2 American Red Cross Month Proclamation (CLK)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

- C-1 Receive Register of Claims in the Amount of \$1,507,235.78 (FIN)
- C-2 Approve Minutes (CLK)
 - a) February 19 and 26, 2013 (Shirtsleeve Sessions)
 - b) February 20, 2013 (Regular Meeting)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Reynolds Ranch Parkway Median Improvements (PW)
- C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for DeBenedetti Park ADA Access Improvement Project (PW)
- C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park (PW)

- C-6 Approve Plans and Specifications and Authorize Advertisement for Bids for Hale Park Sports Court Resurfacing Project, 209 East Locust Street (PW)
- C-7 Approve Plans and Specifications and Authorize Advertisement for Bids for the Hutchins Street Square Pool Refinishing Project (PW)
- Res. C-8 Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Site Improvement Project and Adopt Resolution Authorizing the City Manager to Execute Lease Agreement with Design Space Modular Buildings, Inc., of Dixon (\$90,876) (PW)
- C-9 Approve Specifications and Authorize Advertisement for Bids for Janitorial Services for City Facilities (PW)
- Res. C-10 Adopt Resolution Approving the Purchase of Polemount Transformers from HEES Enterprises, Inc., of Astoria, Oregon, and Power Partners, of Concord (\$43,809.12) (EUD)
- Res. C-11 Adopt Resolution Approving the Purchase of Five Apple iPad Tablets and Related Accessories for City Council (\$5,000) (CLK)
- C-12 Accept Improvements Under Contract for Surface Water Treatment Facility Project (PW)
- Res. C-13 Adopt Resolution Authorizing the City Manager to Execute Contract for Mills Avenue Overlay Project with Knife River Construction, of Stockton (\$352,333.50) (PW)
- Res. C-14 Adopt Resolution Authorizing the City Manager to Execute Contract for DeBenedetti Park Maintenance Yard Enclosure with Soracco & Sons, of Sutter Creek (\$188,091.11), and Appropriating Funds (\$210,000) (PW)
- Res. C-15 Adopt Resolution Approving the Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi, Corp., Integrated Library System and Approving Cost Sharing Fee for the 2012/13 Budget Year (\$28,250.31) (LIB)
- C-16 Approve Second Amended and Restated Ground Lease with Northern California Power Agency for Lodi Energy Center and Terminating the Agreement to Supply Recycled Water (CA)
- Res. C-17 Adopt Resolution Approving Submittal of Grant Documents to California Emergency Management Agency Homeland Security and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests (PW)
- Res. C-18 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)
- C-19 Set Public Hearing for March 20, 2013, to Approve Draft 2013/14 Action Plan for the Community Development Block Grant Program (CD)
- C-20 Set Public Hearing for March 20, 2013, to Consider Extending the Economic Development Rates (EUD)
- C-21 Set Public Hearing for March 20, 2013, to Consider the Lodi Electric Vehicle Pilot Charging Rate (EUD)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings

- Res. G-1 Public Hearing to Consider the Appeal of California Citizens for the Equal Application of the Law Regarding the Planning Commission's Decision to Approve a Use Permit to Operate a Fitness Facility at 1320 West Lockeford Street (APN 035-340-09; Use Permit No. 12-U-19) (CD)
- Res. G-2 Public Hearing to Consider Adopting Resolution Vacating the 200 Block of West Walnut Street and Authorizing the City Manager to Execute the Required Agreements (PW)

H. Communications

- H-1 Post for Vacancies on Greater Lodi Area Youth Commission and Lodi Arts Commission (CLK)
- H-2 Consider Removal of Recreation Commissioner Barbara Wardrobe-Fox and Appointment of Recreation Commissioner Ethan Chelli (CLK)

I. Regular Calendar – None

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1871 Entitled, "An Ordinance of the Lodi City Council Amending Chapter (Adopt) 12.12 – Parks – by Repealing and Reenacting Section 12.12.420, 'Skate Park Regulations,' in Its Entirety" (CLK)

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Arbor Day Proclamation

MEETING DATE: March 6, 2013

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Mayor Nakanishi present a proclamation proclaiming Arbor Day in the City of Lodi.

BACKGROUND INFORMATION: Staff would like to invite the Mayor, the City Council, and the City Manager to this year's Arbor Day. This year's event will be held from 11 a.m. to 2 p.m. on Saturday, April 6, 2013, at Roget Park, 2229 Tienda Drive. The community will be invited to help plant a donated tree, adding the final tree to our newest urban forest. Participants will be provided tree, mistletoe and recycling information. Tree seedlings and refreshments will be available.

This year's celebration is being facilitated by Tree Lodi and funded through the Public Works Department and the Parks, Recreation and Cultural Services Department. Staff will be on hand to field questions regarding recent site improvements and future neighboring property development. The Lodi Arts Commission and Tree Lodi will display entries of this year's Arbor Day poster contest. Boy Scout and Future Farmers of America groups will be on hand to share information regarding a recent installation of an owl box project.

The nation's first Arbor Day was in Nebraska on April 10, 1872 after Julius Sterling Morton proposed a tree-planting holiday at a meeting of the Nebraska Board of Agriculture. It was estimated that more than 1 million trees were planted in Nebraska on the first Arbor Day. Arbor Day has now spread beyond the United States and is observed in many countries of the world.

On Arbor Day, the City of Lodi will receive results regarding its application to be designated as a Tree City USA for an 11th consecutive year. This designation, from the Arbor Day Foundation, affords us preference over other communities for grant money for trees or forestry programs and gives us an enhanced public image as a city that cares about its trees. The celebration of Arbor Day gives an opportunity to learn about trees and take positive action to make the world a better place.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation and Cultural Services Director

Prepared by Steve Dutra, Park Superintendent

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: American Red Cross Month Proclamation

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Nakanishi present proclamation proclaiming the month of March 2013 as “American Red Cross Month” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of March 2013 as “American Red Cross Month” in the City of Lodi. Liza Cruz, San Joaquin Regional Manager of the American Red Cross, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through February 14, 2013 in the Total Amount of \$1,507,235.78.

MEETING DATE: March 6, 2013

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$1,507,235.78.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$1,507,235.78 through 02/14/13. Also attached is Payroll in the amount of \$2,336,033.50.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

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Date - 02/21/13
Amount

As of Thursday	Fund	Name	Amount
02/14/13	00100	General Fund	209,154.75
	00120	Vehicle Replacement Fund	5,333.34
	00123	Info Systems Replacement Fund	5,426.56
	00160	Electric Utility Fund	46,290.33
	00161	Utility Outlay Reserve Fund	19,652.39
	00164	Public Benefits Fund	9,550.00
	00170	Waste Water Utility Fund	109,280.29
	00171	Waste Wtr Util-Capital Outlay	6,030.96
	00175	IMF Storm Facilities	364.85
	00180	Water Utility Fund	34,416.02
	00181	Water Utility-Capital Outlay	400,871.91
	00182	IMF Water Facilities	10,666.60
	00210	Library Fund	9,628.81
	00239	CalGRIP	5,090.00
	00260	Internal Service/Equip Maint	38,280.85
	00270	Employee Benefits	8,923.35
	00320	Street Fund	11,294.82
	00321	Gas Tax-2105,2106,2107	27,704.14
	00325	Measure K Funds	16,426.37
	00329	TDA - Streets	63,237.70
	00338	IMF-Regional Transportation	62,808.25
	00340	Comm Dev Special Rev Fund	152.00
	00347	Parks, Rec & Cultural Services	27,402.14
	00444	HUD-Federal Sustainable Comm	168.80
	00459	H U D	18,759.87
	00516	L&L Dist Z14-Luca Place	23.25
	00518	L&L Dist Z16-W.Kettleman Comm.	5.37
	01211	Capital Outlay/General Fund	7,401.57
	01212	Parks & Rec Capital	73,341.23
	01214	Arts in Public Places-IMF	3,200.00
	01241	LTF-Pedestrian/Bike	4,670.98
	01250	Dial-a-Ride/Transportation	134,193.96
	01251	Transit Capital	33,357.94
	01410	Expendable Trust	90,761.43
Sum			1,493,870.83
	00185	PCE/TCE Rate Abatement Fund	2,481.70
	00190	Central Plume	6,728.75
	00191	Southern Plume	2,077.25
	00194	South Central Western Plume	2,077.25
Sum			13,364.95
Total Sum			1,507,235.78

Council Report for Payroll

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Date - 02/21/13

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	02/03/13	00100	General Fund	717,762.81
		00160	Electric Utility Fund	127,036.23
		00161	Utility Outlay Reserve Fund	10,004.90
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	109,179.74
		00180	Water Utility Fund	20,447.21
		00210	Library Fund	25,781.13
		00235	LPD-Public Safety Prog AB 1913	1,247.61
		00239	CalGRIP	756.35
		00260	Internal Service/Equip Maint	15,412.67
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	27,221.76
		00340	Comm Dev Special Rev Fund	25,586.29
		00347	Parks, Rec & Cultural Services	96,922.94
		01250	Dial-a-Ride/Transportation	7,426.66
Pay Period Total:				
Sum				1,191,147.59
	02/17/13	00100	General Fund	692,129.83
		00160	Electric Utility Fund	124,176.05
		00161	Utility Outlay Reserve Fund	10,004.90
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	107,163.71
		00180	Water Utility Fund	11,889.86
		00210	Library Fund	25,434.76
		00235	LPD-Public Safety Prog AB 1913	1,107.84
		00239	CalGRIP	799.57
		00260	Internal Service/Equip Maint	15,337.63
		00321	Gas Tax-2105,2106,2107	25,982.23
		00340	Comm Dev Special Rev Fund	22,350.93
		00347	Parks, Rec & Cultural Services	98,274.93
		01250	Dial-a-Ride/Transportation	6,828.27
Pay Period Total:				
Sum				1,144,885.91



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) February 19, 2013 (Shirtsleeve Session)
b) February 20, 2013 (Regular Meeting)
c) February 26, 2013 (Shirtsleeve Session)

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) February 19, 2013 (Shirtsleeve Session)
b) February 20, 2013 (Regular Meeting)
c) February 26, 2013 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through C, respectively.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 19, 2013**

The February 19, 2013, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 20, 2013**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 20, 2013, was called to order by Mayor Nakanishi at 6:35 p.m.

Present: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Conference with Dean Gualco, Human Resources Manager, and Rad Bartlam, City Manager (Labor Negotiators), Regarding Unrepresented Executive Management Electric Utility Director, Lodi City Mid-Management Association, AFSCME General Services, and International Brotherhood of Electrical Workers Regarding Electric Utility Pay and Benefits Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 6:35 p.m., Mayor Nakanishi adjourned the meeting to a Closed Session to discuss the above matter. The Closed Session adjourned at 6:45 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Nakanishi reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

Item C-2 (a) was discussion only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of February 20, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

Present: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

B-1 Presentation to Participants in the Smart Valley Places Community Leadership Institute (CD)

Joseph Wood, Neighborhood Services Manager, provided introductory comments and introduced LaCresia Hawkins who coordinated the Smart Valley Places Community Leadership Institute, after which Mayor Nakanishi presented Certificates of Recognition to the following participants: Shanelle Brady, Diana Curry, Pam DeAngelis, Maggie De La Cruz, Monique Jacobo, Raoul

Lievanos, Francisco Trujillo, Karina Trujillo, Jonathan Vickery, and Denell Ware.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Johnson

C-1 Receive Register of Claims in the Amount of \$1,932,519.28 (FIN)

Claims were approved in the amount of \$1,932,519.28.

C-2 Approve Minutes (CLK)

The minutes of February 5, 2013 (Shirtsleeve Session), February 5, 2013 (Special Meeting), February 6, 2013 (Regular Meeting), and February 12, 2013 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Western and Southern Plume Monitoring Well Construction Project (PW)

Approved the plans and specifications and authorized advertisement for bids for Western and Southern Plume Monitoring Well Construction Project.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Hutchins Street Square Kirst Hall Heating, Ventilation, and Air Conditioning Replacement Project (PW)

Approved the plans and specifications and authorized advertisement for bids for Hutchins Street Square Kirst Hall Heating, Ventilation, and Air Conditioning Replacement Project.

C-5 Adopt Resolution Approving Purchase Order for Portable Bus/Equipment Lifts with Stertil-Koni, of Stevensville, MD (\$85,714) (PW)

Adopted Resolution No. 2013-12 approving the Purchase Order for portable bus/equipment lifts with Stertil-Koni, of Stevensville, MD, in the amount of \$85,714.

C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for City Hall Annex Phase 1 Demolition and Abatement Project with Allied Environmental, Inc., of Cameron Park (\$96,810) (PW)

Adopted Resolution No. 2013-13 authorizing the City Manager to execute contract for City Hall Annex Phase 1 Demolition and Abatement Project with Allied Environmental, Inc., of Cameron Park, in the amount of \$96,810.

C-7 Adopt Resolution Authorizing the City Manager to Execute Contract for Well 19 Improvements with Layne Christensen, of Woodland (\$90,864), and Appropriating Funds

(\$100,000) (PW)

Adopted Resolution No. 2013-14 authorizing the City Manager to execute contract for Well 19 improvements with Layne Christensen, of Woodland, in the amount of \$90,864, and appropriating funds in the amount of \$100,000.

C-8 Adopt Resolution Authorizing the City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,108,760): a) Knife River Construction, of Stockton, for Construction (\$2,842,760); b) Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000); and c) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000) (PW)

This item was pulled, discussed, and acted upon under Item I-3.

C-9 Adopt Resolution Authorizing the City Manager to Execute Agreement with USA Waste of California, dba Central Valley Waste Services, for Purchase of Compressed Natural Gas at Municipal Service Center Fueling Station (PW)

Adopted Resolution No. 2013-15 authorizing the City Manager to execute agreement with USA Waste of California, dba Central Valley Waste Services, for purchase of compressed natural gas at Municipal Service Center fueling station.

C-10 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreements for Geographical Information System Consulting Services with Interwest Consulting Group, of Elk Grove (\$30,000), and Websoft Developers Inc., of Davis (\$42,500) (PW)

Adopted Resolution No. 2013-16 authorizing the City Manager to execute Professional Services Agreements for geographical information system consulting services with Interwest Consulting Group, of Elk Grove, in the amount of \$30,000, and Websoft Developers Inc., of Davis, in the amount of \$42,500.

C-11 Adopt Resolution Authorizing the City Manager to Execute Agreement with San Joaquin County for Transportation of Lodi City Jail Inmates to the Stockton Courthouse (PD)

Adopted Resolution No. 2013-17 authorizing the City Manager to execute agreement with San Joaquin County for transportation of Lodi City jail inmates to the Stockton courthouse.

C-12 Adopt Resolution Approving the Abandonment of Public Utility Easements at 610 Through 638 South Guild Avenue (APNs 049-310-65 Through 72) (PW)

Adopted Resolution No. 2013-18 approving the abandonment of public utility easements at 610 through 638 South Guild Avenue (APNs 049-310-65 through 72).

C-13 Adopt Resolution Approving Submittal of Grant Documents to Caltrans for Proposition 1B Transit Program Funds (PW)

Adopted Resolution No. 2013-19 approving submittal of grant documents to Caltrans for Proposition 1B Transit Program funds.

C-14 Adopt Resolution in Support of the Enterprise Zone Program (CD)

Adopted Resolution No. 2013-20 in support of the Enterprise Zone Program.

C-15 Rescind Resolution 2011-143 and Adopt Resolution Authorizing Issuance of Procurement Cards to Specified Positions (CM)

Rescinded Resolution 2011-143 and adopted Resolution No. 2013-21 authorizing issuance of procurement cards to specified positions.

C-16 Adopt Resolution Approving Salary Adjustments for the Positions of Electric Utility Director, Electric Operations Superintendent, Rates and Resources Manager, Manager of Engineering and Operations, and Senior Power Engineer (CM)

Adopted Resolution No. 2013-22 approving salary adjustments for the positions of Electric Utility Director, Electric Operations Superintendent, Rates and Resources Manager, Manager of Engineering and Operations, and Senior Power Engineer.

C-17 Set Public Hearing for March 6, 2013, to Consider the Appeal of California Citizens for the Equal Application of the Law Regarding the Planning Commission's Decision to Approve a Use Permit to Operate a Fitness Facility at 1320 West Lockeford Street (APN 035-340-09 - Use Permit No. 12-U-19) (CLK)

Set public hearing for March 6, 2013, to consider the appeal of California Citizens for the Equal Application of the Law regarding the Planning Commission's decision to approve a Use Permit to operate a fitness facility at 1320 West Lockeford Street (APN 035-340-09 - Use Permit No. 12-U-19).

C-18 Set Public Hearing for March 20, 2013, to Consider Adopting Resolution Approving Contractual Consumer Price Index Based Annual Adjustment to Rates for Solid Waste Collection (PW)

Set public hearing for March 20, 2013, to consider adopting resolution approving contractual Consumer Price Index based annual adjustment to rates for solid waste collection.

D. Comments by the Public on Non-Agenda Items
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The following individuals spoke in support of keeping Camp Hutchins open and urged Lodi Health and the City of Lodi to work with the interested parents toward the same: Gina Rodriguez, Suzann Limb, and Christina Short.

Jane Lea spoke in opposition to the City subsidizing childcare at the taxpayers' expense and urged the City to rent the space at market value and retrieve costs for operating Camp Hutchins.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Hansen reported on his attendance at the San Joaquin Council of Governments meeting and the upcoming groundbreaking for the freeway improvement near the Port of Stockton. Mr. Hansen also thanked the volunteers who assisted with the Zupo Field fence.

F. Comments by the City Manager on Non-Agenda Items

In response to Mayor Nakanishi, Mr. Bartlam stated he will provide an update to the City Council regarding Camp Hutchins when he has heard back from the hospital with respect to what it plans to do in the future with the Camp Hutchins program.

G. Public Hearings - None

H. Communications - None

I. Regular Calendar

I-1 Adopt Resolution Approving Fiscal Year 2012/13 Mid-Year Budget Adjustments (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding the fiscal year 2012/13 mid-year budget adjustments. Specific topics of discussion included the General Fund, departmental variances, Parks, Recreation and Cultural Services, water and wastewater utility funds, electric utility funds, Community Development, self-insurance, Library, streets and transit funds, and recommended adjustments.

In response to Council Member Mounce, Mr. Ayers stated it is anticipated that the CalPers rates will be two to three percentage points higher in the 2013/14 budget cycle and even higher in subsequent years although the exact amount is unknown.

In response to Council Member Mounce, Mr. Ayers stated the non-departmental debt service cost was reduced as a result of the refinancing and the savings was used to fund Fire Station No. 2 through capital outlay. Mr. Ayers stated the approximate dollar value is \$714,000 and is detailed in the Council Communication.

In response to Council Member Hansen, Mr. Ayers stated catastrophic reserve funds are used for emergencies declared by the City Council such as an unexpected earthquake while economic reserve funds are available through City Council designation for any purposes deemed necessary by the City Council.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated that, while the City has met its initial reserve goal, he is confident that the City was likely in the lower end of the reserve amount for communities throughout the State and all reserve amounts may need to be reviewed in the future to ensure adequacy.

In response to Mayor Nakanishi, Mr. Ayers confirmed that the City's combined unfunded liability for both the miscellaneous and public safety groups is approximately \$50 million and the City is currently paying approximately \$7 million per year.

In response to Council Member Hansen, Mr. Bartlam stated the CalPers rates have continued to rise since 1999.

In response to Council Member Mounce, Parks, Recreation and Cultural Services Director Jeff Hood stated the life expectancy of the Grape Bowl turf is approximately 15 years and the portion that will need to be replaced will cost approximately \$600,000. Mr. Hood stated he is confident that sufficient funds are being placed in the set-aside fund for the Grape Bowl turf replacement.

In response to Council Member Hansen, Mr. Hood confirmed that there are several maintenance issues in Parks, Recreation and Cultural Services that will need to be addressed in the future.

In response to Mayor Nakanishi, Mr. Ayers stated future capital improvements to the City's sewer lines are accounted for in the utility rate models.

In response to Council Member Hansen, Electric Utility Director Elizabeth Kirkley stated the lower electrical generation is also attributable to conservation and solar use by residential and commercial users. Ms. Kirkley stated she will provide the relevant information regarding the number of residential and commercial solar users in the City as requested.

In response to Mayor Pro Tempore Katzakian, Public Works Director Wally Sandelin stated the City will likely be receiving the draft wastewater permit in April and staff is not anticipating any significant changes from the current permit.

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, to adopt Resolution No. 2013-23 approving fiscal year 2012/13 mid-year budget adjustments.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Johnson

I-2 Introduce Ordinance Amending Lodi Municipal Code Chapter 12.12 - Parks - by Repealing and Reenacting Section 12.12.420, "Skate Park Regulations," in Its Entirety (PRCS)

Parks, Recreation and Cultural Services Director Jeff Hood provided a brief overview of the proposed ordinance changes to the skate park ordinance as outlined in the staff report, stating that minors under the age of 11 will need to be accompanied by a guardian in the future to utilize the park.

In response to Council Member Hansen, Mr. Hood stated the new part-time police officer will be assisting with the City's parks and will be keeping an eye on the skate park as well to ensure minors are properly accompanied by guardians and signage will also be posted. Mr. Hood stated the previous issues with the skate park including litter appear to be less challenging than before due to an increased presence of parents and higher user responsibility.

In response to Mayor Nakanishi, City Attorney Steve Schwabauer confirmed that the City has not received any claims on the existing park and State legislation provides some limited immunities for skate parks.

Council Member Hansen made a motion, second by Mayor Nakanishi, to introduce Ordinance No. 1871 amending Lodi Municipal Code Chapter 12.12 - Parks - by repealing and reenacting Section 12.12.420, "Skate Park Regulations," in its entirety.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Johnson

I-3 Consider Adopting Resolution Rejecting All Bids, Approving Plans and Specifications and Authorizing Re-Advertisement for Bids for Water Meter Program Phase 3 Project or

Adopting Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 3 Project and Appropriating Funds (\$3,108,760): a) Knife River Construction, of Stockton, for Construction (\$2,842,760); b) Task Order No. 5 with RMC Water and Environment, of Walnut Creek, for Engineering Services (\$36,000); c) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$300,000) (PW)

Public Works Director Wally Sandelin provided a brief overview of the item, stating that staff recommends rejecting and rebidding the Water Meter Program Phase 3 Project based upon a protest received from Teichert Construction citing bid irregularities.

In response to Mayor Pro Tempore Katzakian, City Attorney Schwabauer briefly reviewed potential litigation possibilities, stating rebidding is the conservative approach since Public Works has indicated that the project time line will not be affected. Mr. Schwabauer confirmed that the bids are public record once opened and the appropriate protest was filed.

Council Member Mounce made a motion, second by Council Member Hansen, to adopt Resolution No. 2013-24 rejecting all bids, approving plans and specifications and authorizing re-advertisement for bids for Water Meter Program Phase 3 Project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Johnson

J. Ordinances

- J-1 Adopt Ordinance No. 1869 Entitled, "An Ordinance of the City Council of the City of Lodi Repealing Lodi Municipal Code Title 16 - Subdivisions - in Its Entirety; and Further Repealing and Reenacting Lodi Municipal Code Title 17 - Zoning - in Its Entirety" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1869 entitled, "An Ordinance of the City Council of the City of Lodi Repealing Lodi Municipal Code Title 16 - Subdivisions - in Its Entirety; and Further Repealing and Reenacting Lodi Municipal Code Title 17 - Zoning - in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held February 6, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Johnson

- J-2 Adopt Ordinance No. 1870 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.08 - Water Service - by Repealing and Reenacting Section 13.08.130, 'Oversized Mains'; Amending Chapter 13.12 - Sewer Service - by Repealing and Reenacting Section 13.12.180, 'Domestic System Service Charges'; Adding Section 13.12.181, 'Domestic Sewer Service Charges (Metered Accounts)'; and Repealing and Reenacting Section 13.12.190, 'Domestic System Capacity Or Impact Fees'; Repealing and Reenacting Section 13.12.370, 'Reimbursement - Oversize Mains'; Repealing and

Reenacting Chapter 15.64 - Development Impact Mitigation Fees in Its Entirety; Amending Chapter 16.24 - Improvements - by Repealing and Reenacting Section 16.24.040, 'Streets'; and Further Amending Chapter 16.40 - Reimbursements for Construction - by Repealing and Reenacting Sections 16.40.010, 'Findings and Purpose,' and 16.40.020, 'Improvements to be Reimbursed'" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1870 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.08 - Water Service - by Repealing and Reenacting Section 13.08.130, 'Oversized Mains'; Amending Chapter 13.12 - Sewer Service - by Repealing and Reenacting Section 13.12.180, 'Domestic System Service Charges'; Adding Section 13.12.181, 'Domestic Sewer Service Charges (Metered Accounts)'; and Repealing and Reenacting Section 13.12.190, 'Domestic System Capacity Or Impact Fees'; Repealing and Reenacting Section 13.12.370, 'Reimbursement - Oversize Mains'; Repealing and Reenacting Chapter 15.64 - Development Impact Mitigation Fees in Its Entirety; Amending Chapter 16.24 - Improvements - by Repealing and Reenacting Section 16.24.040, 'Streets'; and Further Amending Chapter 16.40 - Reimbursements for Construction - by Repealing and Reenacting Sections 16.40.010, 'Findings and Purpose,' and 16.40.020, 'Improvements to be Reimbursed,'" which was introduced at a regular meeting of the Lodi City Council held February 6, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: Council Member Johnson

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:30 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 26, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, February 26, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Review of the Growth Management Program (CD)

City Manager Bartlam provided a brief overview of the City's Growth Management Program. Mr. Bartlam specifically discussed the concerns surrounding the current number of unused allocations and the current timing of the schedule for the allocation process.

In response to Council Member Hansen, Mr. Bartlam stated allocations expire on the basis of their map and are typically granted for a three-year period.

In response to Mayor Nakanishi, Mr. Bartlam stated that, while he does not have the specific numbers, the City of Lodi is more dense than the rest of San Joaquin County.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated allocations are based on density and units per acre. Mr. Bartlam reviewed the allocation numbers for low, medium, and high density as outlined in the related chart.

In response to Council Member Johnson, Mr. Bartlam stated that, while it may be somewhat onerous to restart the allocation process when maps expire, a good project will remain the same and typically projects fall through for other reasons such as financing.

In response to Council Member Hansen, Mr. Bartlam confirmed through Tom Doucette that there are less than 50 scattered lots throughout the City today that are ready to build upon.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated there will be approximately 290 allocations per year for low density, which will fluctuate based on population although since the population is relatively flat that number will not fluctuate too greatly.

In response to Council Member Hansen, Mr. Bartlam stated in 1989-1990 there was an allocation of 144 units for the Benton-Compton project and the allocation expired in 1990.

In response to Mayor Nakanishi, Mr. Bartlam stated currently an applicant has three years to initiate the project once the allocation is made.

A brief discussion ensued between Council Member Hansen, Mayor Pro Tempore Katzakian, and Mr. Bartlam regarding the need and costs associated with constructing high- and medium-density projects in the City.

In response to Council Member Johnson, Mr. Bartlam stated he is not sure what the result would be if the City Council chose to freeze the allocation numbers in their current state and it is one option to consider along with a reduction in the numbers and taking no action.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam confirmed that the State reviews the allocation numbers when the housing element is reviewed, which will likely not happen for another few years.

In response to Council Member Johnson, Mr. Bartlam stated the inherent fear of the program is not based on the reasonableness of the allocation numbers but rather on the pace at which development could occur.

Jeffrey Kirst spoke in regard to the history of the program, the connection to impact fees, and the high costs for constructing medium- and high-density projects. Mr. Kirst suggested that staff work with the development community to come up with a reasonable reduction in the current allocation numbers.

John Beckman spoke in regard to welcoming a reduction in the current allocation numbers for perception purposes and also suggested that staff work with the development community to reach consensus regarding the same. In response to Council Members Hansen and Johnson, Mr. Beckman stated an across the board 50% reduction or a freeze would be concerning because of the need to keep pace with the 2% annual carryover and in light of the State Department of Housing and Community Development review of the housing element. In response to Mayor Nakanishi, Mr. Beckman stated a negotiated reduction would be preferred.

In response to Council Member Hansen, Mr. Beckman stated that, with respect to the current status of development, development is rising in Manteca, Lathrop, and Tracy and going down in Stockton. Mr. Beckman stated Lodi will likely see an increase in 2014 and Manteca's growth is primarily based on senior housing with Del Webb.

In response to Mayor Pro Tempore Katzakian, Mr. Bartlam stated every growth management program in the County is different and other cities are also carrying over allocations.

In response to Council Member Hansen, Mr. Bartlam confirmed that currently development cannot occur outside of the General Plan and a minimum score element will offset the competition element being eliminated as a part of the schedule suspension.

Jeffrey Kirst spoke in support of suspending the timing associated with processing allocations and stated he will need to further consider the minimum score piece and how it would be implemented.

Tom Doucette spoke in support of the schedule suspension and favored a one-time reduction in the current allocation numbers based on the unusual one-time type of economy situation. Mr. Doucette urged a thoughtful consideration of what the allocation numbers should be reduced to based on previous usage and market conditions.

John Beckman spoke in support of the schedule suspension and working with the development community to implement a point or grading system to prioritize projects.

In response to Myrna Wetzel, Mr. Bartlam stated senior housing is exempt from the program.

C. Comments by Public on Non-Agenda Items

Jeffrey Kirst spoke in regard to his concerns about trash, vandalism, lighting, and transient activity

in the alley near his warehouse property by Salvation Army - Hope Harbor. Mr. Kirst suggested police officers also report light outages to the appropriate staff to curtail crime in the area.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:00 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Reynolds Ranch Parkway Median Improvements

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Reynolds Ranch Parkway median improvements.

BACKGROUND INFORMATION: This project consists of removing existing landscape elements in the narrow part of the median, installing stamped concrete, and other incidental and related work, all as shown on the plans and specifications for the project. The location of the project is shown on Exhibit A.

The existing landscape elements in the median along Reynolds Ranch Parkway were installed in 2009, as part of the Reynolds Ranch improvements. The plants in the narrow part of the median, where the width is less than four feet, are not doing well and are difficult to maintain. Staff recommends removing the landscape elements in these narrow portions and replacing with stamped concrete. This would improve the esthetics of the median and also reduce the long-term maintenance costs in the area.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is March 27, 2013. The project estimate is \$33,000.

FISCAL IMPACT: This project will reduce the long-term maintenance costs of the Reynolds Ranch Parkway median.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: Deputy Public Works Director – Utilities
Deputy Public Works Director/City Engineer
Management Analyst Areida-Yadav

APPROVED:

Konradt Bartlam, City Manager



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A
Reynolds Ranch Parkway
Median Improvement Project

REYNOLDS RANCH PARKWAY

HARNEY LN

LOCATION 1

LOCATION 2

LOCATION 3

LOCATION 4

LOCATION 5

LOCATION 6

COSTCO



BLUE SHIELD



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for the DeBenedetti Park ADA Access Improvement Project

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the DeBenedetti Park ADA Access Improvement Project.

BACKGROUND INFORMATION: This project will improve accessibility to DeBenedetti Park. The improvements will consist of a paved parking lot entrance, two concrete ADA-compliant parking stalls, accessible paths to the bottom of the north and south basins, sidewalk completion along Century Boulevard and other incidental and related work, all as shown on the plans and specifications for the project. The proposed improvements are shown in Exhibit A.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is March 27, 2013. The project estimate is \$205,000.

FISCAL IMPACT: There will be a small increase in the park's maintenance cost associated with the addition of asphalt, concrete, signs and striping.

FUNDING AVAILABLE: Funding will be identified at project award.

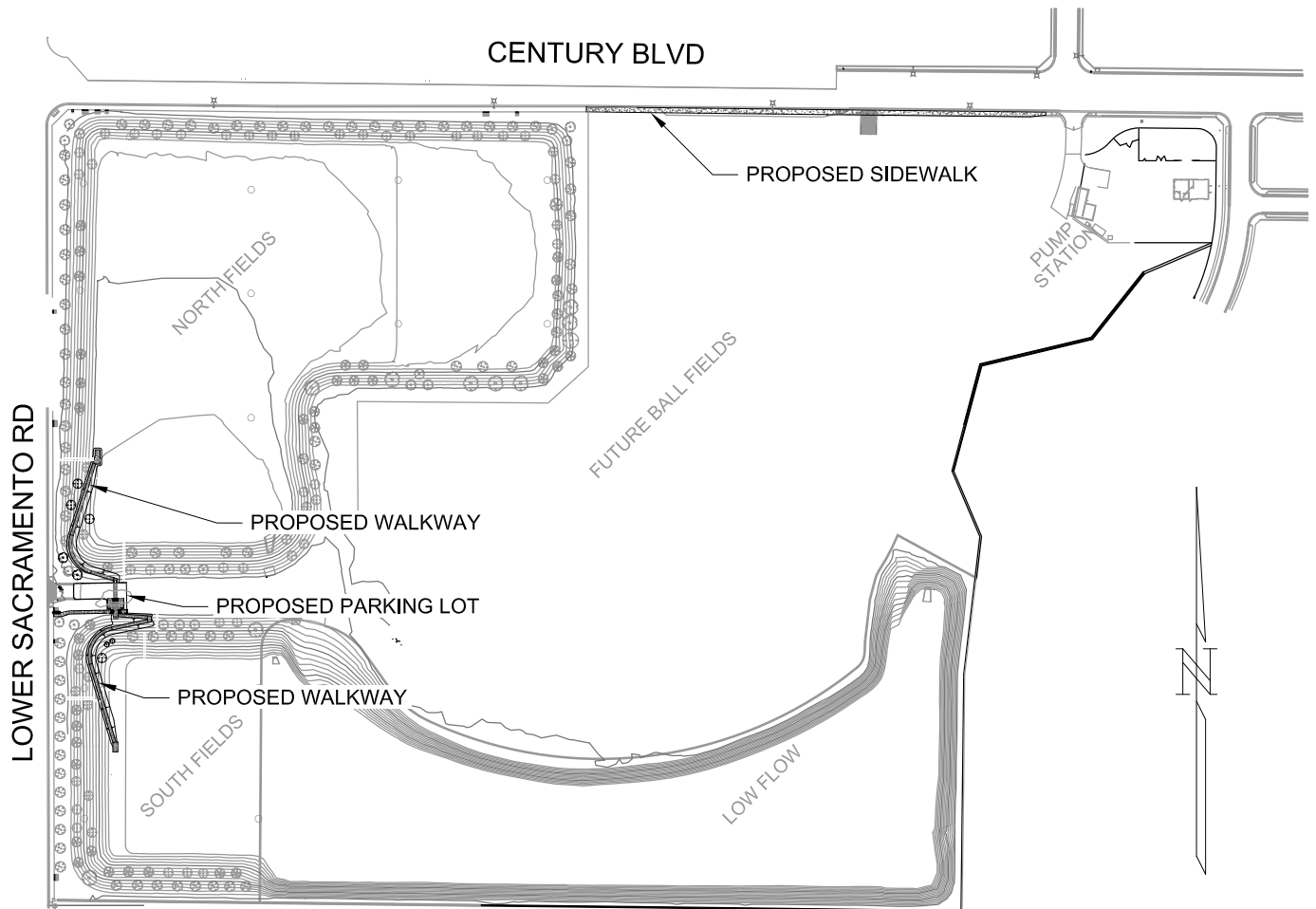
F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf
Attachment
cc: Associate Civil Engineer Nathan

APPROVED: _____
Konradt Bartlam, City Manager

EXHIBIT A

DEBENEDETTI PARK ADA ACCESS IMPROVEMENT PROJECT





TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for ADA Improvement Project, Phase 2, Lodi Softball Complex and Salas Park.

BACKGROUND INFORMATION: This project will consist of installing 12 concrete ADA-compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project. The proposed improvements are shown in Exhibit A.

The improvements on these two parks are part of the City-Wide ADA Transition Plan (February 2011). The improvements will improve ADA access to the park.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is March 27, 2013. The project estimate is \$111,000.

FISCAL IMPACT: Not applicable.

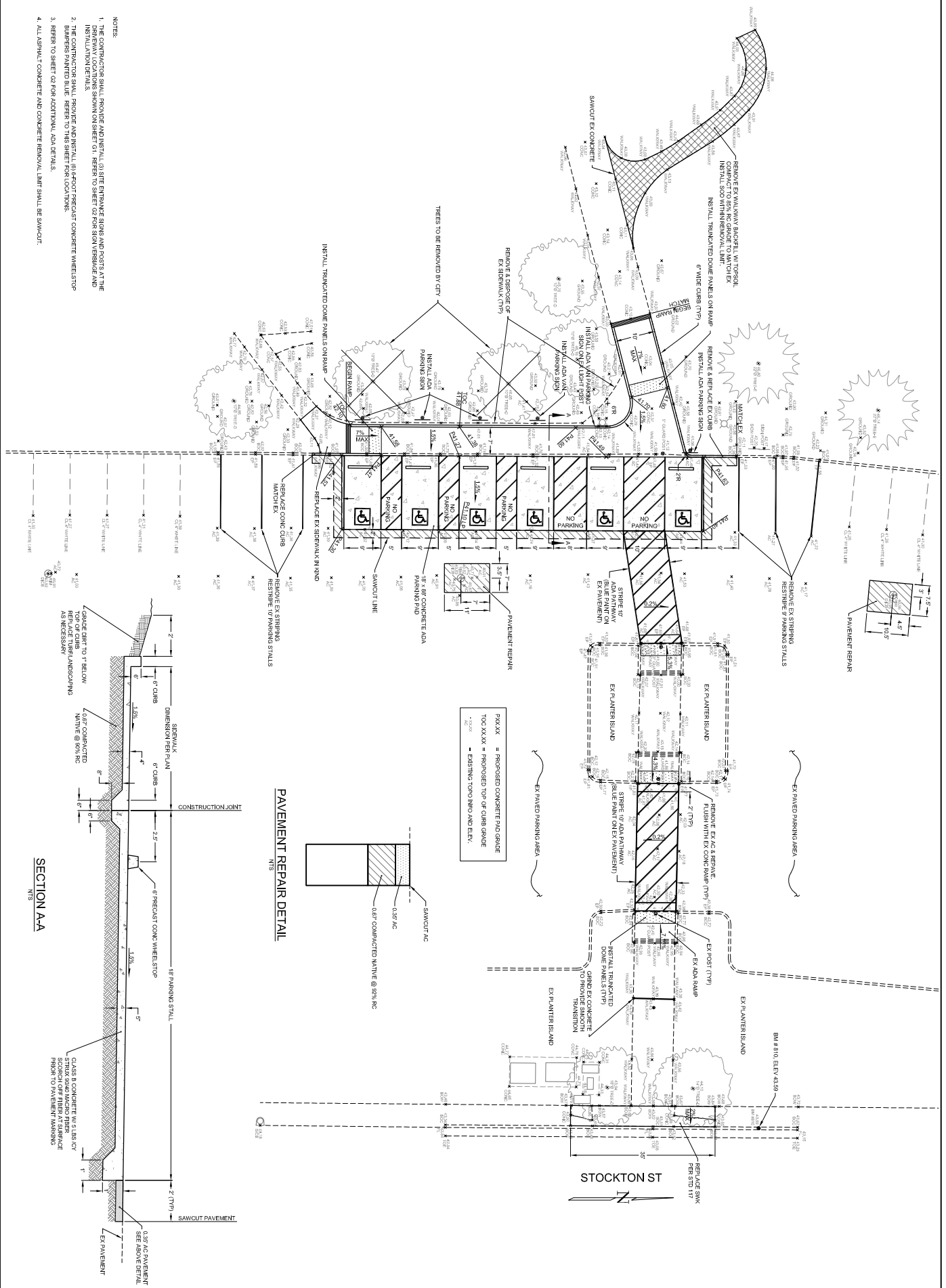
FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Neighborhood Services Manager
Senior Civil Engineer Chang

APPROVED: _____
Konradt Bartlam, City Manager

- NOTES:
1. THE CONTRACTOR SHALL PROVIDE AND INSTALL 18" PRECAST CONCRETE WHEELSTOP AT THE DRIVEWAY LOCATIONS SHOWN ON SHEET G-1. REFER TO SHEET G-2 FOR SIGN UPGRADE AND INSTALLATION DETAILS.
 2. THE CONTRACTOR SHALL PROVIDE AND INSTALL (6) 8" FOOT PRECAST CONCRETE WHEELSTOP BUMPERS PAINTED BLUE. REFER TO THIS SHEET FOR LOCATIONS.
 3. REFER TO SHEET G-2 FOR ADDITIONAL ADA DETAILS.
 4. ALL ASPHALT, CONCRETE AND CONCRETE REMOVAL LIMIT SHALL BE SAWCUT.



PAVEMENT REPAIR DETAIL
NTS

SECTION A-A
NTS

SALAS PARK
ADA ACCESS IMPROVEMENT PROJECT PHASE 2
2101 S. STOCKTON ST

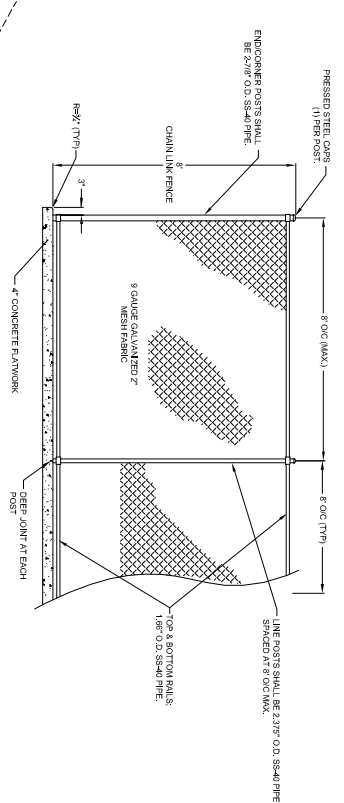
CITY OF LODI
PUBLIC WORKS DEPARTMENT
1222 WEST FINE LINE AVENUE, FLOOR 117
LODI, CALIFORNIA 95240
PHONE (209) 334-7606
FAX (209) 333-4750
E-MAIL: publicworks@lodi.gov
WEB SITE: www.lodi.gov



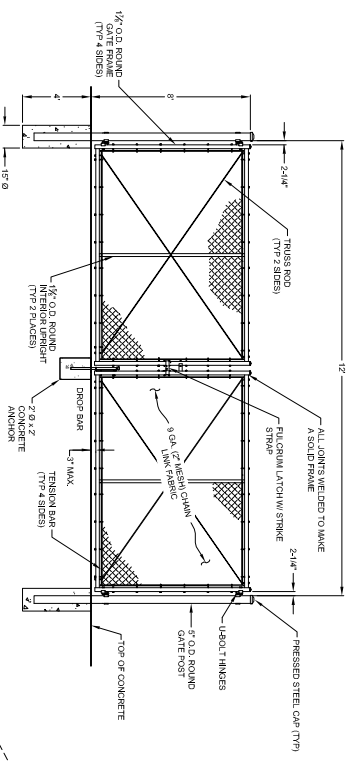
NO.	REVISION	DATE	BY
1	0	12/12/2013	LC

NO.	REVISION	DATE	BY
1	0	12/12/2013	LC

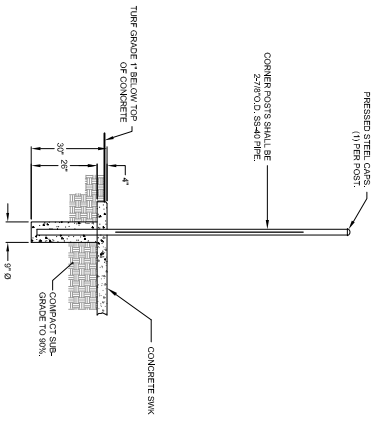




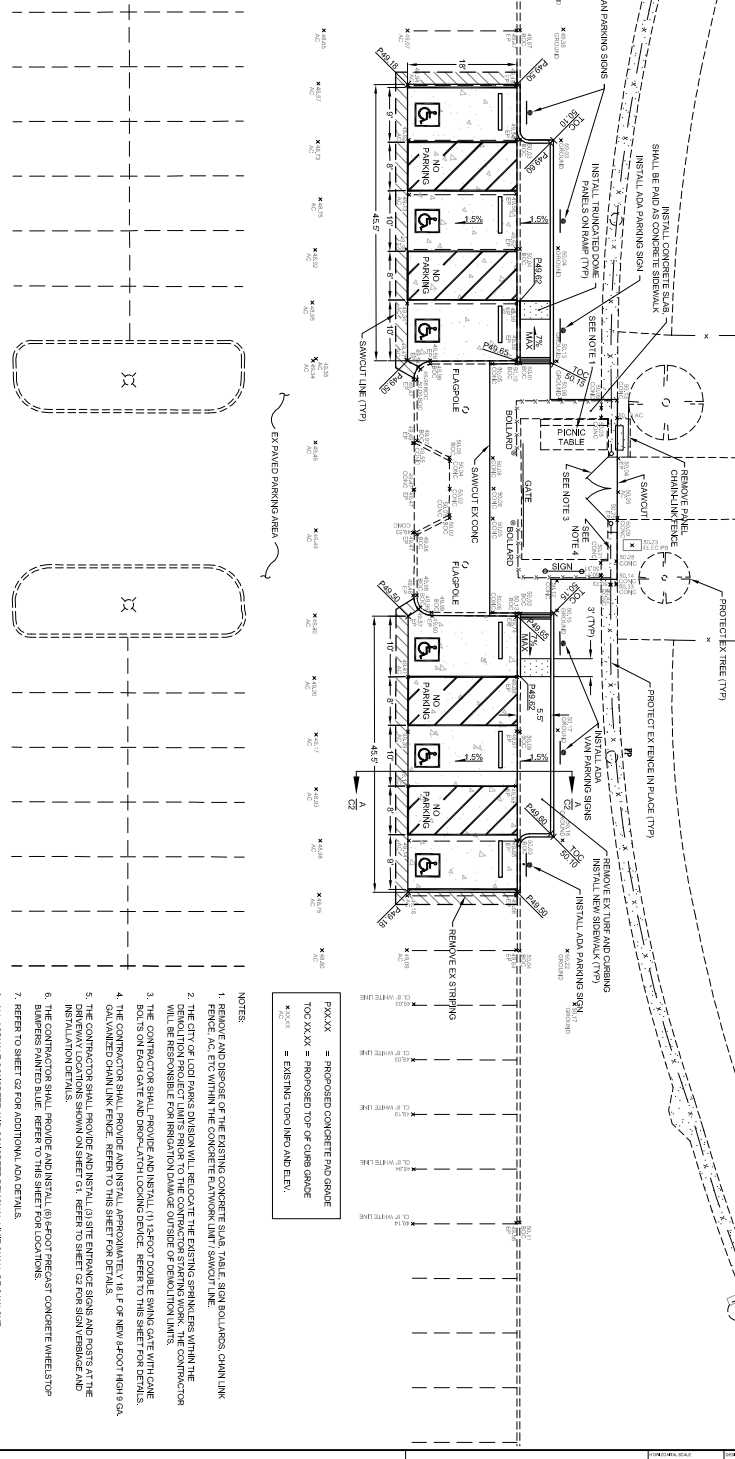
8' CHAIN LINK FENCE - FRONT ELEVATION
T=Z



12' DOUBLE CHAIN LINK GATE
NTS



8' CHAIN LINK FENCE - SIDE ELEVATION
T=Z



NOTES:
1. REMOVE AND DISPOSE OF THE EXISTING CONCRETE SLAB TABLE, SIGN BOLLARDS, CHAIN LINK FENCE, AND ETC. WITHIN THE CONCRETE PLANKWORK UNIT SAWCUT LINE.
2. THE CITY OF LODI PAVES SINGLE WALL, RELOCATE THE EXISTING SPRINKLERS WITHIN THE CONCRETE PLANKWORK UNIT SAWCUT LINE.
3. THE CONTRACTOR SHALL PROVIDE AND INSTALL (1) 14'00\"/>

8. ALL ASPHALT CONCRETE AND CONCRETE REMOVAL UNIT SHALL BE SAWCUT.

STOCKTON ST
Z

8' CHAIN LINK FENCE
12' DOUBLE CHAIN LINK GATE
N SIDE DWG ON C-13



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Hale Park Sports Court Resurfacing Project, 209 East Locust Street

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Hale Park Sports Court Resurfacing Project, 209 East Locust Street.

BACKGROUND INFORMATION: Acrylic court surfaces have a useful life of approximately ten years under normal conditions. The Hale Park sports courts were last resurfaced in 2002 and are again in need of resurfacing.

The Hale Park Sport Court Resurfacing Project includes resurfacing two sports courts at Hale Park (Exhibit A). The project consists of surface preparation and resurfacing of approximately 17,900 square feet of basketball and handball court surface, re-stripping the game lines, and modifying portions of the existing chain-link fencing around the perimeter of the court area.

The bid opening is scheduled for March 27, 2013. Following Council award of the project, construction is anticipated to begin mid-May.

It is recommended Council approve plans and specifications and authorize advertisement for bids for the Hale Park Sports Court Resurfacing Project.

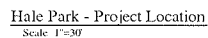
FISCAL IMPACT: Aside from the Capital expenditure, the fiscal impact will be negligible.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf
Attachment

APPROVED: _____
Konradt Bartlam, City Manager



Chain Link Fence Retrofit Work (See Sheet C3)
SCALE: 1/2"=1'-0"

CITY OF LODI PARKS & RECREATION DEPARTMENT 1125 N. STOCKTON STREET LODI, CA 95249 PHONE: (209) 433-6172 FAX: (209) 433-6143		CITY OF LODI PARKS & RECREATION DEPARTMENT 1125 N. STOCKTON STREET LODI, CA 95249 PHONE: (209) 433-6172 FAX: (209) 433-6143	
Hale Park Court Resurfacing 2012 CDBG Project Location Plan & General Notes		CITY OF LODI PARKS & RECREATION DEPARTMENT 1125 N. STOCKTON STREET LODI, CA 95249 PHONE: (209) 433-6172 FAX: (209) 433-6143	
PROJECT 20120218 002 of 003	SHEET NO. C2	CITY OF LODI PARKS & RECREATION DEPARTMENT 1125 N. STOCKTON STREET LODI, CA 95249 PHONE: (209) 433-6172 FAX: (209) 433-6143	CITY OF LODI PARKS & RECREATION DEPARTMENT 1125 N. STOCKTON STREET LODI, CA 95249 PHONE: (209) 433-6172 FAX: (209) 433-6143



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for the Hutchins Street Square Pool Refinishing Project

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

BACKGROUND INFORMATION: The Hutchins Street Square swimming pool is constructed of a concrete pool shell beneath a fiberglass liner. Fiberglass pool liners have a service life of approximately 20 years. The existing fiberglass liner was installed in 1988 and has started to delaminate from the concrete shell and blister at the surface. This condition has forced the Parks, Recreation and Cultural Services Department to close the pool to the public until repairs are made.

The Hutchins Street Square Pool Refinishing Project consists of removing the existing fiberglass liner; preparing the surface of the concrete pool shell; applying a new white, fiberglass liner; and other ancillary improvements.

The bid opening is scheduled for March 27, 2013. Following Council award of the project, work is anticipated to begin mid-May.

It is recommended Council approve plans and specifications and authorize advertisement for bids for the Hutchins Street Square Pool Refinishing Project.

FISCAL IMPACT: Refinishing the pool will allow the Park, Recreation and Cultural Services Department to resume collecting usage fees for the facility.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director
FWS/CES/pmf

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Site Improvement Project and Adopt Resolution Authorizing City Manager to Execute Lease Agreement with Design Space Modular Buildings, Inc., of Dixon (\$90,876)

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for the Fire Station No. 2 Site Improvement Project and adopt resolution authorizing City Manager to execute lease agreement with Design Space Modular Buildings, Inc., of Dixon, in the amount of \$90,876.

BACKGROUND INFORMATION: Fire Station No. 2 was constructed in 1982 and is a one-story, slab-on-grade, pre-engineered, steel structure with exterior metal siding and metal roof. The original roof has been patched repeatedly but continues to leak. Mold, persistent rat infestations and other building-related issues have caused living and working conditions to deteriorate to the point where the building has become unsuitable for occupancy.

On December 19, 2012, Council authorized the purchase of property located at 16 and 40 South Cherokee Lane as the new location for constructing the replacement fire station. Planning and design phases are underway, and it is anticipated the new station will be operational by April 2015. While construction of the replacement fire station is taking place, crews will need temporary quarters to conduct operations.

This project consists of installing a modular building in the parking/training area on the north side of the existing Fire Station No. 2, as shown on Attachment A. The 2,820-square-foot building includes an assembly room, sleeping quarters, kitchen, office space and male and female locker rooms. It will be served by City utilities and communications infrastructure. During the time fire crews occupy the modular building, only the existing apparatus floor of Fire Station No. 2 will remain in use.

The site improvement project includes the installation of approximately 260 lineal feet of wastewater service pipeline, 56 lineal feet of water service pipeline and 200 square feet of concrete walk. City forces will be used to provide electrical and communications service to the building. The estimated cost for the improvements, permitting, staff time and miscellaneous costs is \$50,000. The 24-month lease (Attachment B) includes modular building rental (including tax), delivery, installation and setup and removal. The total estimated cost for the temporary quarters including the lease and temporary site improvements is \$140,000, as shown in Attachment C.

FISCAL IMPACT: The City will incur additional costs to operate the temporary quarters that may be partially offset by vacating part of the fire station.

APPROVED: _____
Konradt Bartlam, City Manager

Approve Plans and Specifications and Authorize Advertisement for Bids for Fire Station No. 2 Site Improvement Project and Adopt Resolution Authorizing City Manager to Execute Lease Agreement with Design Space Modular Buildings, Inc., of Dixon, (\$90,876)

March 6, 2013

Page 2

FUNDING AVAILABLE: General Fund Capital (1211045)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer/Deputy Public Works Director

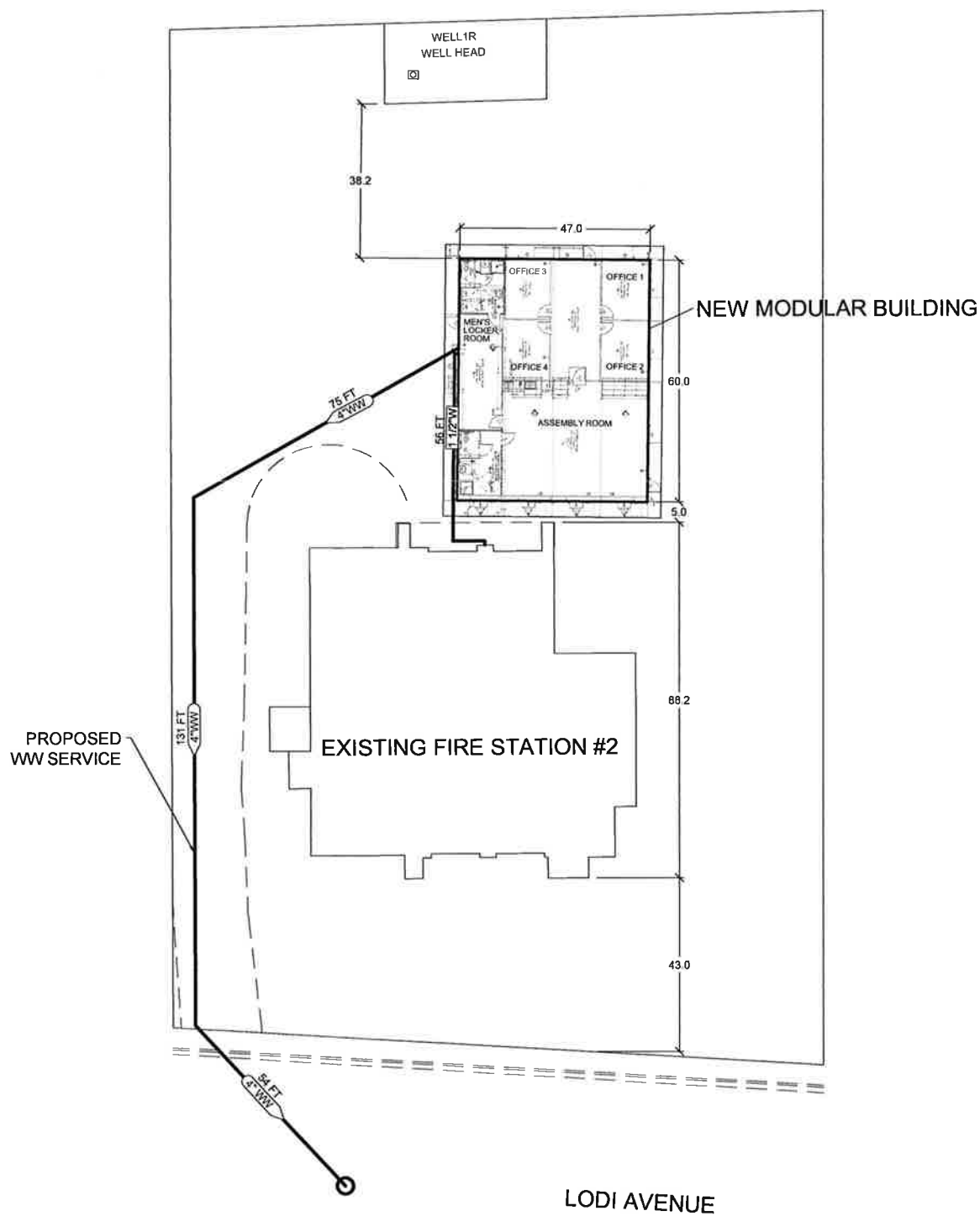
FWS/CES/pmf

Attachments

cc: Larry Rooney, Fire Chief
Ron Penix, Battalion Chief
Chris Boyer, Assistant Engineer
Charlie Swimley, City Engineer/Deputy Public Works Director



FIRE STATION #2 SITE IMPROVEMENT PLAN ATTACHMENT A



Scale: 1"=40'



LEASE AGREEMENT NO: V-001178

CUSTOMER NUMBER: _____

CUSTOMER PO/REF. NUMBER: _____

RETURN EQUIPMENT TO DSMBI:

2725 Fitzgerald Drive
Dixon, CA 95620
Phone: 707-678-6100

Equipment Located At	Contact
705 E Lodi Ave Lodi, CA 95240	Name: Larry Rooney Phone: 209-333-6735 E-mail: lrooney@lodi.gov

DESIGN SPACE MODULAR BUILDINGS, INC. (DSMBI) hereby leases the equipment specified below (the "Equipment") to:

Lessee Name (Customer) & Address
Lodi Fire Department 25 East Pine Street Lodi, CA 95240 Billing Contact:

Customer hereby leases Equipment from DSMBI for a minimum period of 24 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period. Customer agrees to pay DSMBI without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about the 11th day of March, 2013.

Unit No.	Serial No.	Width	Length	Monthly	Weekly	Daily	Insurance Value
4743-46	19902-05	48	60	\$ 3,506	\$ 1,169	\$ 234	\$125,000.00

ONE TIME CHARGES	AMOUNT	MONTHLY CHARGES	AMOUNT
<i>Billed At Time Of Delivery</i>		BUILDING	\$ 3,506.00
• DELIVERY	Included	ADDITIONAL LEASE COSTS	
• BLOCK AND LEVEL/SET-UP	Included	OTHER -	
• ANCHORS	Included	INSURANCE WAIVER @ 1.00/day per floor	
• SKIRTING	Included	STEPS Quantity: 1	Included
• FOUNDATION AND RAMP PLANS	\$1,000.00	RAMPS Size: (2) 36ft	Included
<i>Billed At Time Of Return</i>			
• RETURN DELIVERY	Included		
• UNBLOCK/TEARDOWN	Included		
• ANCHOR REMOVAL	Included		
		TOTAL MONTHLY (Excl Tax)	\$ 3,506.00
		DOH/DMV/PPT Tax	Included

*** Customer has option to renew for one year at the same rates.

Advance Payments	Description of Charges / Payment to be Applied	Amount
Applied to 1 st Invoice(s)		
Applied to Final Invoice(s)		

No agent, employee or representative of DSMBI has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although the parties may use Customer's purchase order number as a convenient reference for invoicing purposes. Steps not returned are billed at \$479.00/each. Keys not returned are billed at \$50.00/each.

Signed by duly authorized agents, with the intent to be legally bound, this ____ day of _____, 2013.

By: _____
DESIGN SPACE MODULAR BUILDINGS INC.By: _____
CUSTOMER OR AUTHORIZED AGENTName: _____
BRENT HOFFMANName: _____
(Please print)

TERMS AND CONDITIONS OF LEASE AGREEMENT

1. LEASE

This transaction is a lease and not a sale. Customer does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Customer is not in default under this Lease.

2. RENTAL AND OTHER PAYMENTS

(a) The start of the lease term is the date on which DSMBI substantially completes its scope of work for installation, unless otherwise agreed to among the parties. Monthly rental will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is returned to DSMBI in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire either originally, under a renewal term or under month-to-month renewals as contemplated by this Lease. Rental and such other charges will be prorated on a daily basis where necessary. Unless otherwise specified in this Lease, charges for delivery and installation, initial month's rent and any applicable initial charges as outlined on the front of this agreement will be due and payable at the start of the lease term, and charges for teardown and return will be due and payable at the earlier of the Return Date or the End of Term. After payment of the initial month's rent, each month's rent thereafter is due and payable without demand and in advance (i) at the end of each thirty (30) day period following the commencement of the lease term, if a rental month is defined on the first page of this Lease as a thirty-day period or (ii) on the first of each month immediately following the month in which this lease commences, if a rental month is defined on the first page of this Lease as a calendar month. All other sums payable by Customer under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Customer's check drawn on its regular bank checking account or such other form of payment as is acceptable to DSMBI.

(b) Customer will pay DSMBI for any and all sales and use taxes, other direct taxes and registration fees imposed by any city, county, state, or federal government or other taxing authorities and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Customer is to pay, "Taxes"). Taxes may be allocated by DSMBI on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Taxes may include an allocation on a statewide basis of locally imposed taxes. Customer's obligations under this Subsection will survive the termination of this Lease.

(c) For Customer's convenience, DSMBI intends to issue invoices for amounts due under this Lease. If Customer fails to pay any amount due within twenty (20) days of the due date, DSMBI may impose a charge on such amount at one and one-half percent (1-1/2%) per month or the highest rate permitted by law, whichever is lower, from the due date until payment in full is received by DSMBI.

3. Delivery and Installation

(a) Customer will provide free and clear access for delivery of the Equipment by standard mobile transport vehicles. Customer will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and identification of utility lines. Customer will provide firm and level ground on no more than six-inch (6") slope from one end to the other for safe and unobstructed installation for the Equipment. Site election is the sole responsibility of Customer. **DSMBI ASSUMES NO LIABILITY OR OFFERS ANY WARRANTY FOR THE FITNESS FOR ADEQUACY OF THE UTILITIES AVAILABLE AT THE SITE.**

(b) Customer will have sole responsibility, at Customer's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Customer's lawful operation, possession or occupancy of the Equipment, customer agrees that all certificates of title or registration applicable to the Equipment will reflect DSMBI's ownership of the Equipment.

(c) DSMBI's delivery of the Equipment is subject to delays in manufacturing, modification, delivery or installation due to fire, flood, windstorm, riot, civil disobedience, strike or other labor actions, acts of God, or any circumstances beyond DSMBI's control (including but not limited to breaches by DSMBI's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(d) The prices for delivery, installation, teardown, return delivery and other "one-time" charges, the due dates of such charges and the start date of this Lease assume accuracy of the information given to DSMBI with respect to site conditions and locations and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely or applicable licenses or permits are not provided in a timely manner or Customer otherwise delays completion of DSMBI's scope of work.

4. Maintenance of Equipment

(a) Customer will not move or in any way modify the Equipment without written consent of DSMBI. Notwithstanding DSMBI's consent to Customer's modification of the Equipment, Customer is liable for the cost of the removal of such modification or restoration of the Equipment upon the termination of this Lease for the modified Equipment. DSMBI may place its name on the Equipment, and Customer will assure that such name is not removed or concealed in whole or in part.

(b) Customer, at Customer's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, return it in the same condition it was delivered subject to ordinary wear and tear, and free of any and all liens and encumbrances. DSMBI will have the right to inspect the Equipment from time to time until the Return Date and if DSMBI reasonably believes the Equipment to be misused, abused or neglected, DSMBI may summarily remove and repossess the Equipment at Customer's cost.

(c) Customer will perform, execute and comply with all Laws, which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, Canada, any state province, municipality or other local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Customer will not make or permit any unlawful use or handling of the Equipment.

(d) **HAZARDOUS SUBSTANCES.** (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Customer will not use or store Hazardous Substances in the Equipment, except such substances and in such

quantities as would be normal in the operation of a commercial office. Customer will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substance during Customer's possession, DSMBI may charge Customer for the clean up or may require Customer to purchase the Equipment at the then current market price charged for an uncontaminated unit.

(e) Customer agrees that any person other than Customer or its agents, employees or invitees will not occupy the Equipment leased hereunder.

5. NO WARRANTY FOR MERCHANTABILITY OR FITNESS

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF ANY KIND, INCLUDING ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, ARE HEREBY EXCLUDED BOTH AS TO THE EQUIPMENT AND AS TO ANY INSTALLATION, MAINTENANCE OR REPAIR WORK PERFORMED BY DSMBI ON THE EQUIPMENT.

6. Limitation of Damages

Customer does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of or in connection with this Lease. DSMBI is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Customer does hereby waive any and all claims and demands for any such loss or damage.

7. End of Lease

(a) Unless specified otherwise, Customer must give DSMBI sixty (60) day's prior written notice of the date on which the Equipment is to be returned.

(b) If Customer, without any further written agreement, continues to possess or occupy the Equipment after the expiration of the initial and any renewal term of Lease, with or without consent of DSMBI, Customer will then be deemed to have renewed this Lease on a month-to-month basis subject to such rate as DSMBI declares to be in effect (and in the absence of such declaration at the last monthly rate applicable to the Equipment), and DSMBI may terminate such month-to-month extensions at any time.

(c) If, at any time after the initial or any renewal term (or at DSMBI's request at any time this Lease is on a month-to-month basis), DSMBI requests the return of the Equipment, Customer will return the Equipment to DSMBI, within five (5) days, at DSMBI's designated address, at Customer's sole cost. Additional charges will apply if DSMBI must return the building and the building's path of removal is blocked, obstructed, utilities are not disconnected, require equipment beyond a truck, or impaired in any way. Missing accessories, attachments or other items, repairs of any kind and restoration to original specifications whether due to Customer alterations or otherwise will remain the sole responsibility of Customer, normal wear and tear excepted.

(d) Customer may terminate this Lease prior to the expiration of the Minimum Lease Period, subject to all terms and conditions of this Lease, and the Customer will pay (in addition to tear-down and return charges) the following termination charges:

i) If Customer is the first user of the Equipment: the remaining unpaid rental charges for the Minimum Lease Period;

ii) If customer is not the first user: The lesser of the remaining term or, (A) if the Minimum Lease Period ("MLP") is less than three (3) rental months, four (4) times the Adjusted Weekly Lease charge ("AWLC"); if the MLP is between three (3) rental months and six (6) rental months, inclusive, eight (8) times the AWLC; if the MLP is more than six (6) rental months but one (1) year or less, twelve (12) times the AWLC; if the MLP exceeds one (1) year, fourteen (14) times the AWLC for each year, or portion thereof, of the portion of the MLP cancelled.

iii) The "Adjusted Weekly Lease Charge" or "AWLC" means the Weekly Lease Charge less that portion representing amortization of any delivery, set-up, teardown, return or similar one-time charges and customer-requested modifications not provided as a separate charge under the terms of this Lease (the "Amortized One-Time Costs"). In addition to the termination charges outlined above, Customer will pay in full the unpaid Amortized One-Time Costs and rental for ancillary equipment such as steps, decks, and ramps. In no case will the termination charges be in excess of the rental charge for the remainder of MLP.

8. Indemnification

Customer Indemnity: Customer hereby specifically indemnifies, agrees to defend and holds harmless DSMBI, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that are caused by Customer or its agents or employees that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violations of this Lease;

(d) The actual or alleged storage maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment or Customer's obligations by or on behalf of DSMBI or the repossession or return of Equipment by DSMBI in accordance with the terms of this Lease.

DSMBI Indemnity: DSMBI hereby specifically indemnifies, agrees to defend and holds harmless Customer, its employees and agents from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorneys' fees and investigative costs) (collectively "Losses") that are caused by DSMBI or its agents or employees that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date because of collision, fire, lightning or theft, flood, windstorm or explosion, civil disturbance or riot or any other peril or casualty;

(b) The death of or injury to, including but not limited to, damage to the property of, any person (other than the Equipment) as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment;

(c) Any act or omission of Customer in violations of this Lease;

(d) The actual or alleged storage maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Customer's property or the property of any third parties incurred during or in connection with the fulfillment or Customer's obligations by or on behalf of DSMBI or the repossession or return of Equipment by DSMBI in accordance with the terms of this Lease.

The obligations contained in this Section 8 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 8 will apply to Losses whether they are asserted before or after the Return Date.

9. Insurance

Customer Insurance:

- (a) Customer, at Customer's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment the following policies of insurance satisfactory to DSMBI as to the insurer and as to the form and amount of coverage, with premiums prepaid:
 - i) Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations, contractual liability, broad form property damage, independent contractors and personal injury liability naming DSMBI as an additional insured.
 - ii) Commercial Property Insurance protecting against all loss and damages, at full replacement cost, sustained or suffered due to the loss of or damage to the Equipment as a result of collision, fire, lightning, theft, flood, windstorm, explosion or any other casualty, naming DSMBI as a loss payee, with a maximum deductible of \$500.
- (b) Customer will deliver certificates evidencing all such insurance to DSMBI within fourteen (14) days after delivery of the Equipment to Customer's site, time being of the essence; except that, if Customer elects to enroll in the Damage Waiver Option, Customer will not have to deliver certificates of insurance to DSMBI for the type of risks covered by the Damage Waiver Option as elected by Customer. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to DSMBI.
- (c) If Customer fails to deliver the insurance certificate as required by paragraph (b) on the date required, Customer will be in default under this Lease. In addition to all the other remedies for default under this Lease, DSMBI may (i) impose upon Customer a one-time fee for insurance processing of One Hundred Dollars (\$100) and (ii) assess as additional rent an uninsured lessee fee of ten percent (10%) of the monthly rental from the start of the lease term until the required insurance certificate is delivered to DSMBI.
- (d) Obtaining insurance as described above will not affect Customer's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that DSMBI is actually compensated by insurance paid for by Customer, relieve Customer of any of Customer's liability under this Lease.

DSMBI Insurance: DSMBI shall take out and maintain during the term of this Agreement, insurance coverage as set forth in Exhibit A attached hereto and incorporated by reference.

10. Damage Liability Waiver

- (a) In certain circumstances, Customer may choose to accept a Damage Waiver Option to cover damage to the Equipment (the "Damage Waiver Option"). If the Damage Waiver Option is available and Customer, in writing prior to delivery of the Equipment to the site, elects to enroll in the Damage Waiver Option, then, Section 10(b) will apply.
- (b) If the Damage Waiver Option is properly elected and so long as Customer timely pays the additional fee specified for such Damage Waiver Option, Customer will not be required, under the terms of this Lease, to carry any additional commercial property insurance as required by Section 9(a) (ii) and Customer will not be liable to DSMBI in excess of \$500 per unit of Equipment for loss or damage specified in Section 8(a), except customer will not be relieved of liability if Customer violates any other provision of this Lease or if damage results from theft, vandalism, negligence, misuse or abuse. **THE DAMAGE WAIVER IS NOT INSURANCE COVERAGE.**
- (c) Either party may cancel customer's acceptance of the Damage Waiver Option, or fees for the Damage Waiver Option may be changed upon thirty (30) days prior written notice. If the Damage Waiver Option is, for any reason, cancelled, Customer will provide to DSMBI evidence of policies of insurance as set forth in Section 9 (a) (ii), as appropriate, within ten (10) days prior to the effective date of such cancellation.
- (d) The limitation of liability under the Damage Waiver Option does not extend to the transportation of Equipment or its contents, or to steps, decks and ramps and, only extends to Equipment installed on ground level with properly installed tie-down anchors.
- (e) The Damage Waiver Option will not be binding upon DSMBI unless any loss, damage, injury or claim is reported to DSMBI in writing within seventy-two (72) hours of the occurrence of any such event. Customer will also provide any information in regard to such event that DSMBI reasonably requests.

11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

- (a) Customer fails to pay when due any rental payment or any other payment due under this Lease or fails to perform its obligations under Section 9 of this Lease;
- (b) Customer fails to perform or observe any other term or condition under this Lease and such failure remains unremedied for more than ten (10) days after such failure to perform or observe;
- (c) Customer or any person or entity which controls more than fifty percent (50%) of Customer's equity (a "Control Person") or any guarantor of any of Customer's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;
- (d) Customer, any Control Person or any Guarantor defaults under any other agreement with DSMBI or any affiliate of DSMBI; and
- (e) Any letter of credit, guaranty or other security given to secure the performance of Customer's obligations under this Lease expires, terminates or in the reasonable opinion of DSMBI becomes worthless.

Upon the occurrence of an Event of Default, DSMBI will have the option to declare the entire balance of rent for the remainder of the stated lease term immediately due and payable and to accelerate and make immediately due and payable any other amounts owing under this Lease. DSMBI will also have the option to retake and retain any or all of the Equipment free of all rights of Customer without any further liability or obligation to redeliver any of the Equipment to Customer, and Customer hereby grants DSMBI the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. (Notwithstanding the foregoing, if an Event of Default occurs under clause (c) above, such accelerations will occur automatically without the need for declaration.) Customer will pay to DSMBI's on demand all fees; costs and expenses incurred by DSMBI in enforcing its all other remedies provided in the

Lease or exist in at law or in equity. No action taken by DSMBI pursuant to this Section 11 or Section 13 will release Customer from Customer's covenants, obligations and indemnities provided under this Lease, including but not limited to Customer's obligation for the payment of rentals provided in the Lease. If DSMBI retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Customer or in the custody or control of Customer, DSMBI is authorized to take possession of such other property, goods or things and hold the same for Customer, at Customer's sole cost, either in DSMBI's possession or in public storage, at DSMBI's sole discretion.

12. DSMBI's RIGHT TO CURE

If Customer defaults in any of its obligations under this Lease, whether or not an Event of Default then exists, DSMBI may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Customer under this Lease and recover from Customer as additional rent all amounts so paid or the reasonable value of all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, DSMBI will have the immediate right, without notice, demand or other action, to set-off against Customer any amounts DSMBI may hold as prepayments or deposits for DSMBI liabilities to Customer whether or not then due to Customer. Unless otherwise prohibited by law, DSMBI will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Customer.

14. Assignment, Amendment, Modification, Miscellaneous

(a) Customer will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than DSMBI, without the prior written consent of DSMBI. DSMBI may assign this Lease and the rentals reserved under this Lease. If DSMBI makes such an assignment, the assignee will acquire all rights and remedies possessed by or available to DSMBI under this Lease.

(b) This Lease contains the entire agreement between the parties pertaining to the subject matter of this Lease. No agreements, representations or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on DSMBI unless signed by an authorized officer of DSMBI. This Lease will be governed as to its construction, interpretation and effect by the laws of the *State of California* without regard to principles of choice of laws.

(c) In the event of any legal action or other proceeding between the parties regarding this Agreement, the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| \$2,000,000 Aggregate | \$1,000,000 Bodily Injury - Ea. Occurrence |
| | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

City Of Lodi
Fire Station 2 Temporary Quarters
March 2013

Budget Item	Amount
Construction	
Site Acquisition (None)	\$0
Wastewater Connection Fee	\$0
Impact Mitigation Fees	\$0
RTIF Fees	\$0
Installation of w/ww service (Estimated)	\$24,000
Utility Services (PG&E, EUD)	\$10,000
COG Habitat Fees	\$0
Lease Amount (Total)	\$90,876
Plan Check/Permit Fee (Building Dept.)	\$2,500
Plan Check/Permit Fee (Public Works)	\$1,500
Plan Printing Costs (Stockton Blue)	\$0
Project Management (City Staff)	\$3,000
Copy/Shipping Expenses Estimate	\$0
Environmental Inspection	\$0
Construction Total	\$131,876
Equipment Purchase	Budget
None	\$0
Equipment Total	\$0
Engineering Services	Amount
None	\$0
Engineering Total	\$0
Total	\$131,876
Project Contingency	\$8,124
Project Total Budget	\$140,000

6%

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AND AUTHORIZING CITY MANAGER TO
EXECUTE LEASE AGREEMENT FOR TEMPORARY
MODULAR BUILDING FOR FIRE STATION NO. 2

=====

WHEREAS, Fire Station No. 2 was constructed in 1982 and, due to a leaking roof; mold; persistent rat infestations; and other building-related issues, living and working conditions have deteriorated to the point where the building has become unsuitable for occupancy; and

WHEREAS, on December 19, 2012, Council authorized the purchase of property located at 16 and 40 South Cherokee Lane as the new location for constructing the replacement fire station. Planning and design phases are underway, but while construction of the replacement fire station is taking place, crews will need temporary quarters to conduct operations; and

WHEREAS, staff recommends executing a 24-month lease agreement with Design Space Modular Building, Inc., of Dixon, California, which includes modular building rental, delivery, installation, setup and removal.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a lease agreement for a temporary modular building for Fire Station No. 2 with Design Space Modular Buildings, Inc., of Dixon, California, in the amount of \$90,876; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the lease agreement.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Janitorial Services for City Facilities

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for janitorial services for City facilities.

BACKGROUND INFORMATION: This project consists of the janitorial specifications and contract requirements to service City facilities. Changing expectations in the quality and frequency of janitorial service indicate the need to update specifications and contract management, which requires appropriate re-bidding of the janitorial services contract. The Public Works Facilities Services Division oversees the janitorial contract for the City.

The specifications provide for complete janitorial services for City facilities on both a scheduled and an on-demand basis. The specifications also include the provision of paper products and other supplies to keep facilities sanitary. A notable change made to the specification and contract is the awarding of a single contract that has, in the past, been awarded to multiple bidders. Initial term of the contract will be for two years commencing on July 1, 2013, with an option to renew for an additional two years.

The specifications will be on file in the Public Works Department. The planned bid opening date is April 3, 2013. The contract will be awarded following Council approval of the FY 2013/14 budget.

FISCAL IMPACT: The cost of janitorial services is estimated to be \$175,000 per year and is to be included in the FY 2013/14 operations budgets for the Electric Utility; Parks, Recreation and Cultural Services; Library; and Public Works Departments.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/pmf

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Purchase of Polemount Transformers from HEES Enterprises, Inc. of Astoria, Oregon and Power Partners of Concord (\$43,809.12)

MEETING DATE: March 6, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution approving the purchase of polemount transformers from HEES Enterprises, Inc. of Astoria, Oregon and Power Partners of Concord in an amount not to exceed \$43,809.12.

BACKGROUND INFORMATION: On January 16, 2013 the City Council authorized the advertisement of bids to procure polemount transformers to maintain inventory for replacement of damaged/old transformers in the distribution system.

On February 13, 2013, bids were opened with three suppliers submitting proposals, two of which were deemed responsive. Life-cycle costs (total purchase price plus cost of estimated power loss during the projected life of the transformer) were evaluated as shown on the attached summary. HEES Enterprises, Inc. of Astoria, Ore. and Power Partners of Concord, California submitted responsive bids with the lowest life-cycle cost as shown below:

10 each	37.5 kVA, 1-Phase, 120/240 V	HEES Enterprises, Inc.	\$17,616.60
10 each	50 kVA, 1-Phase, 240/120 V	HEES Enterprises, Inc.	\$21,375.40
6 each	100 kVA, 1-Phase, 480/277 V	HEES Enterprises, Inc.	\$27,574.62
3 each	75 kVA, 1-Phase, 277 V	Power Partners, Inc.	\$17,850.76
6 each	37.5 kVA, 3-Phase, 277/480 V	HEES Enterprises, Inc.	\$13,616.74

FISCAL IMPACT: Procurement cost is \$43,809.12. Life-cycle cost is \$98,034.12.

FUNDING: Included in FY2012/13 Account No. 160.1496

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Thomas Dean, Electric Materials Technician

EAK/TD/lst

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING BIDS FOR THE PURCHASE OF POLEMOUNT
TRANSFORMERS FROM HEES ENTERPRISES, INC., OF
ASTORIA, OREGON, AND POWER PARTNERS, INC., OF
CONCORD, CALIFORNIA

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 13, 2013, at 11:00 a.m., for the purchase of polemount transformers, described in the specifications therefore approved by the City Council on January 16, 2013; and

WHEREAS, said bids have been compared as to life-cycle costs, checked, and tabulated as shown on Exhibit A attached; and

WHEREAS, the bids meeting the City's specifications with the lowest estimated life-cycle costs are shown below:

		<u>Life Cycle Costs</u>	<u>Bid Amount</u>
10 each	37.5 kVA, 1-Phase, 120/240 V HEES Enterprises, Inc.	\$17,616.60	\$ 9,741.60
10 each	50 kVA, 1-Phase, 240/120 V HEES Enterprises, Inc.	\$21,375.40	\$ 11,750.40
6 each	100 kVA, 1-Phase, 480/277 V HEES Enterprises, Inc.	\$27,574.62	\$ 11,787.12
3 each	75 kVA, 1-Phase, 277 V Power Partners, Inc.	\$17,850.76	\$ 4,775.76
6 each	37.5 kVA, 3-Phase, 277/480 V HEES Enterprises, Inc.	\$13,616.74	\$ 5,754.24

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bids for the purchase of polemount transformers, as shown above, in the amount of \$43,809.12.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____

POLE MOUNTED TRANSFORMER OFFER EVALUATION - February 14, 2013											Exhibit A			
Transformer Offer Evaluation						Bid Offered		January 15, 2013						
Polemount				Tax (factor): 1.08		Primary Winding:		12,000 Volt Line-to-Line						
				No Load Loss \$/watt: 3.75										
				Load Loss \$/watt: 1.25										
Bid Item 1: 37.5 kVA, 120/240 Volt, Single Phase Conventional Pole											Number of units: 10			
				No Load Loss		Load Loss								
Vendor	Unit	Extended	Price	No Load Loss	Load Loss	No Load Loss	Load Loss	Cost of	Life Cycle	Delivery	Height	Weight		
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)		
HEES Enterprises, Inc. (ERMCO Transformers)	902.00	9,020.00	9,741.60	98	336	3,675.00	4,200.00	7,875.00	17,616.60	8-10	32.9	457		
Power Partners c/o Pacific Utility Supply	913.00	9,130.00	9,860.40	76	469	2,850.00	5,862.50	8,712.50	18,572.90	4	36	498		
Howard Industries Inc.	993.00	9,930.00	10,724.40	104	351	3,900.00	4,387.50	8,287.50	19,011.90	6-8	35.11	496		
Bid Item 2: 50 kVA, 120/240 Volt, Single Phase Conventional Pole											Number of units: 10			
				No Load Loss		Load Loss								
Vendor	Unit	Extended	Price	No Load Loss	Load Loss	No Load Loss	Load Loss	Cost of	Life Cycle	Delivery	Height	Weight		
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)		
HEES Enterprises, Inc. (ERMCO Transformers)	1,088.00	10,880.00	11,750.40	110	440	4,125.00	5,500.00	9,625.00	21,375.40	8-10	34.9	583		
Power Partners c/o Pacific Utility Supply	1,173.00	11,730.00	12,668.40	119	433	4,462.50	5,412.50	9,875.00	22,543.40	4	34	581		
Howard Industries Inc.	1,419.00	14,190.00	15,325.20	126	445	4,725.00	5,562.50	10,287.50	25,612.70	6-8	35.2	572		
Bid Item 3: 100 kVA, 120/240 Volt, Single Phase Conventional Pole											Number of units: 6			
				No Load Loss		Load Loss								
Vendor	Unit	Extended	Price	No Load Loss	Load Loss	No Load Loss	Load Loss	Cost of	Life Cycle	Delivery	Height	Weight		
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)		
HEES Enterprises, Inc. (ERMCO Transformers)	1,819.00	10,914.00	11,787.12	191	690	7,162.50	8,625.00	15,787.50	27,574.62	8-10	42.9	950		
Power Partners c/o Pacific Utility Supply	2,307.00	13,842.00	14,949.36	162	888	6,075.00	11,100.00	17,175.00	32,124.36	6	50	1029		
Howard Industries Inc.	2,283.00	13,698.00	14,793.84	197	723	7,387.50	9,037.50	16,425.00	31,218.84	8-10	44.84	1051		
Bid Item 4: 75 kVA, 277 Volt, Single Phase Conventional Pole											Number of units: 3			
				No Load Loss		Load Loss								
Vendor	Unit	Extended	Price	No Load Loss	Load Loss	No Load Loss	Load Loss	Cost of	Life Cycle	Delivery	Height	Weight		
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)		
HEES Enterprises, Inc. (ERMCO Transformers)	1,636.00	4,908.00	5,300.64	143	604	5,362.50	7,550.00	12,912.50	18,213.14	8-10	42.9	885		
Power Partners c/o Pacific Utility Supply	1,474.00	4,422.00	4,775.76	143	617	5,362.50	7,712.50	13,075.00	17,850.76	4	44	796		
Howard Industries Inc.	2,137.00	6,411.00	6,923.88	166	597	6,225.00	7,462.50	13,687.50	20,611.38	8-10	44.78	854		
Bid Item 5: 37.5 kVA, 277/480 Volt, Single Phase Conventional Pole											Number of units: 6			
				No Load Loss		Load Loss								
Vendor	Unit	Extended	Price	No Load Loss	Load Loss	No Load Loss	Load Loss	Cost of	Life Cycle	Delivery	Height	Weight		
	Price \$	Price \$	w/tax \$	(watts)	(watts)	Loss value	Loss value	Losses \$	Cost \$	(weeks)	(inches)	(pounds)		
HEES Enterprises, Inc. (ERMCO Transformers)	888.00	5,328.00	5,754.24	89	362	3,337.50	4,525.00	7,862.50	13,616.74	8-10	32.9	452		
Power Partners c/o Pacific Utility Supply	932.00	5,592.00	6,039.36	82	408	3,075.00	5,100.00	8,175.00	14,214.36	4	38	521		
Howard Industries Inc.	964.00	5,784.00	6,246.72	106	361	3,975.00	4,512.50	8,487.50	14,734.22	6-8	35.11	490		
Summary														
HEES Enterprises, Inc. (ERMCO Transformers)			39,033.36						80,183.36					
Power Partners c/o Pacific Utility Supply			4,775.76						17,850.76					
Howard Industries Inc.			0.00						0.00					
			43,809.12						98,034.12					
FY2012/13 Account No. 160.1496														
Prepared by: Jules L. Marchesseault Engineering & Operations Manager														



CITY OF LODI COUNCIL COMMUNICATION

AGENDA ITEM_C-11

AGENDA TITLE: Adopt Resolution Approving the Purchase of Five Apple iPad Tablets and Related Accessories for City Council (\$5,000)

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution approving the purchase of five Apple iPad tablets and related accessories for City Council.

BACKGROUND INFORMATION: This item is being brought before the City Council for consideration at its general direction. In December 2012, after experiencing technical difficulties with the current laptops, the City Council provided general direction to research options associated with replacing the current City Council laptops, several of which are well beyond their life expectancy, with tablets. The primary reasons for the desired change from laptops to tablets are mobility, portability convenience, modern technology usage and replacement costs.

There are currently a number of tablets available on the market. In conjunction with ISD, staff reviewed the specifications of numerous tablets and compared operating systems, screen size, weight, memory, battery life and overall customer satisfaction. In addition, as a part of this review the City Council had an opportunity to test trial both an Android operating system on an Asus tablet and an Apple operating system on an iPad. Based upon the overall comments received, a majority of the City Council preferred the iPad over the Asus.

Therefore, it is recommended that the City Council adopt the resolution approving the purchase of five Apple iPad tablets and related accessories for an approximate cost of \$5,000. Upon purchase and receipt, ISD will label and log the tablets as City property and staff will hold a brief training exercise with the City Council on tablet usage to review the basics.

FISCAL IMPACT: The purchase cost of the five iPads and related accessories is estimated at approximately \$5,000.

FUNDING AVAILABLE: There is funding available in the City Council Protocol account (100120.7355). In addition, there is funding available in the individual City Council travel accounts, the unused portion of which is combined at mid-year, for which there is a bottom line surplus at the end of the year.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE PURCHASE OF FIVE APPLE IPAD
TABLETS AND RELATED ACCESSORIES

=====

WHEREAS, the City Council provided general direction to replace their outdated laptops with tablets; and

WHEREAS, staff researched numerous tablets and compared a variety of specifications including operating system, screen size, weight, memory, battery life and overall customer satisfaction; and

WHEREAS, City Council sampled both an Android and Apple operating system and preferred the Apple operating system on an iPad.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the purchase of five Apple iPad tablets and related accessories for City Council use in an amount not to exceed \$5,000.

Date: March 6, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the Lodi City Council in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for Surface Water Treatment Facility Project

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for Surface Water Treatment Facility project.

BACKGROUND INFORMATION: The contract was awarded to C. Overaa & Company, of Richmond, on October 20, 2010, in the amount of \$22,837,000. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of the construction of a raw water pump station in Woodbridge; approximately 500 feet of 30-inch raw water transmission pipe, an operations building, chemical building, sedimentation structure, 3-million-gallon treated water storage tank, and treated water high service pump station at the treatment facility's 4.2-acre site adjacent to Lodi Lake; approximately 4,000 feet of 36-inch treated water transmission pipe and installation of chlorine and chemical injection systems at approximately 25 well sites throughout the City; traffic signals and intersection work at Mills Avenue and Turner Road; and all other site and utility improvements associated with the project.

The contract completion date was March 1, 2013. The final contract price was \$25,515,343. The difference between the contract amount and the final contract price is due to 15 change orders. A copy of each of the executed change order forms is attached for reference. Complete supporting documents are on file at the Public Works Department. Total change orders were \$2,678,343 or 12% of the original contract.

The project was substantially completed on November 1, 2012 and received the permit to operate from the Regional Water Quality Control Board on November 26, 2012.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: Increase in costs for operating the facilities will be approximately \$1.7 million the first year and approximately \$1.4 million each year thereafter.

FUNDING AVAILABLE: This project was funded by the Water Fund (181011).

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
Attachments
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility	C.O. NO: 1
CONTRACTOR: C. Overaa & Co.	PCO NO: 1
ARCHITECT/ENGINEER: HDR	RFI NO: 66
	FI NO:
	Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work





1. Due to the wetter than normal weather the site soil conditions required additional work as per the Project Design Geotechnical Report provided by Youndahl Consulting Group, Inc., and confirmed by the Project Construction Geotechnical Engineer (Krazan & Associates). To remedy the conditions an additional 8 days of grading activity was required. (AM Stephens RFCO 1) \$53,330.00
 2. One additional sycamore tree had to be removed due to its proximity to the new entry road. (AM Stephens RFCO 2) \$1,610.00
 3. Imported soil from the City Grape Bowl Facility and associated fence repair work. (AM Stephens RFCO 3 & 6) \$24,540.00
- Total of items 1 – 3 above = \$79,480.00
General Contractor's Mark-up (5%) = \$3,974.00
Subtotal = \$83,454.00
Bonds & Insurance (2%) = \$1,669.08
Total Change Order = \$85,123.08

Request, Proposal, Recommendation And Approval

Requesting Official: Wally Sandelin Date of Request: 4/14/11 Schedule Impact 0 Days
Contractor Proposal Date: 4/27/11 Add Amount: \$ 85,123.00 Deduct Amount: N/A
Reason For Change: Unknown Condition/Owner Requested Account 181011.1825.2300

Requested By: Gary Wiman

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	6/1/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$0
	5/26/11	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$85,123.00
	6/3/11	CONTRACT TO DATE \$22,922,123.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	6-6-11	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility**C.O. NO:** 2**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 2**ARCHITECT/ENGINEER:** HDR**RFI NO:****FI NO:**

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This change order is for work related to the Railroad crossings. The Railroad notified the City on June 2, 2011 that they would be closing Turner Road near Mills Ave to perform track crossing work beginning on Monday June 6, 2011. Because this is the only access available to the project site, the contractor coordinated the road closures with the railroad to maintain access to the SWTF site. Due to this required coordination, the City requested that the contractor be responsible for all activities related to the railroad work that the City would typically perform. This work included: traffic control, saw cutting of the asphalt and concrete, off-haul of the removed asphalt and concrete and repaving the roadways impacted by the railroad work.

All work was documented and tracked on a Time and Materials basis. The work was completed on June 20, 2011.

The total cost of this work is \$58,968.00

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 6/6/11

Schedule Impact 0 Days

Contractor Proposal Date: 6/22/11

Add Amount: \$58,968.00



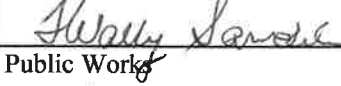

Deduct Amount: _____

Reason For Change: Owner Requested

Account 181011.1825.2300

Requested By: PW Department

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	6/29/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$85,123.00
	6/24/11	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$58,968.00
	7/8/11	CONTRACT TO DATE \$22,981,091.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	7-8-11	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility

C.O. NO: 3

CONTRACTOR: C. Overaa & CO.

PCO NO: 3

ARCHITECT/ENGINEER: HDR

RFI NO: 93, 3002, 48, 20, 2004, 2005

FI NO:

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order Includes:

1. An additional 42 feet of 48" boring is required for the 36" transmission main to miss an AT&T duct bank. (RFI 93, Overaa COR #6) \$24,796.00
2. The design engineer requested an additional 67 feet of restrained transmission main joints. (RFI 3002, Overaa COR 7) \$9,922.00
3. The City requests the entire Mills Ave roadway from Elm Street to Turner Road be replaced due to the impact of the trenching related activities. (RFI 48, Overaa COR 8) \$177,036.00
4. During demolition of the berm for the new access road, several unknown concrete structures were discovered and had to be demolished. (RFI 2004, Overaa COR 9) \$15,915.00
5. The City Water Dept. requested the contractor to purchase and delivered water pipe materials originally called out to be provided by the City. The actual material costs are the same pricing as the City would have received. (RFI 2005, Overaa COR 10) \$43,786.00

The total of items 1 -5 above is \$271,455.00

Request, Proposal, Recommendation And Approval

Requesting Official: PW Dept

Date of Request: 6/2/11

Schedule Impact 0 Days

Contractor Proposal Date: 6/29/11

Add Amount: \$271,455.00

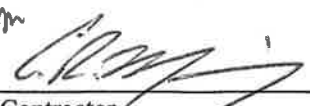

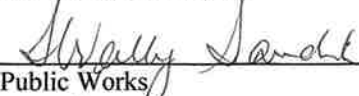

Deduct Amount: N/A

Reason For Change: Owner Requested, Change Condition, Plan Clarification

Account 181011.1825.2300

Requested By: Gary Wiman

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	7/8/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$144,091.00
	7/6/11	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$271,455.00
	7/12/11	CONTRACT TO DATE \$23,252,546.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	7-13-11	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

7/14/11

SEP 01 2011

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

RECEIVED

PROJECT: Surface Water Treatment Facility**C.O. NO:** 4**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 4**ARCHITECT/ENGINEER:** HDR**RFI NO:** 2006, 2008 and 2010**FI NO:**

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order includes multiple items related to Mills Ave, the 36" Treated Water line conflicts with unknown existing utilities, necessary associated utility upgrades/replacements and additional curb, gutter and sidewalk replacement and ADA driveway and corner ramps requested by the City. Due to the time constraints for the work on Mills Avenue the majority of this work was performed on a time and materials basis with all work and hours verified by City Staff. (Overaa COR 14)

Total = \$215,979.00

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 6/2/11

Schedule Impact 0 Days

Contractor Proposal Date: 8/25/11

Add Amount: \$215,979.00



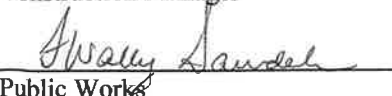

Deduct Amount: _____

Reason For Change: Owner Requested/Unknown Conditions

Account 181011.1825.2300

Requested By: Public Works Department

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	9/1/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$415,546.00
	8/31/11	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$215,979.00
	9/6/11	CONTRACT TO DATE \$23,468,525.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	9-8-11	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

SEP 01 2011

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

RECEIVED

PROJECT: Surface Water Treatment Facility**C.O. NO:** 5**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 6**ARCHITECT/ENGINEER:** HDR**RFI NO:** 2009A, 3000, 3001**FI NO:**

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order includes:

1. Change the Electrical Service from 4,000 amps to 2,000 amps per Lodi Electric Utility. RFI 2009A (Overaa COR 15) \$20,632.00 CREDIT
2. The waste lift station and associated sewer lines need to be relocated to a minimum of 50 feet away from the water storage tank as required by the California Department of Public Health. RFI 3000 (Overaa COR 12) \$26,158.00
3. Coordination with Pall Corporation regarding final design and layout of the membrane filtration system. Original bid documents were designed based on preliminary Pall documents. Final documents require alteration of copper piping and control items. RFI 3001 (Overaa COR 13) \$47,766.00

Total of items 1 – 3 above = \$53,292.00

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 7/19/11

Schedule Impact 0 Days

Contractor Proposal Date: 8/17/11

Add Amount: \$53,292.00



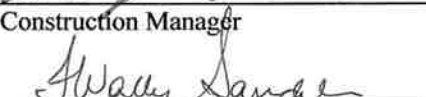

Deduct Amount: _____

Reason For Change: Plan Clarification

Account 181011.1825.2250

Requested By: Public Works/EUD

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	9/1/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$631,525.00
	8/31/11	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$53,292.00
	9/6/11	CONTRACT TO DATE \$23,521,817.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	9-8-11	ORIGINAL CONTRACT
City Manager	Date	COMPLETION DATE: December 31, 2012
		ADJUSTED CONTRACT
		COMPLETION DATE: December 31, 2012

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility**C.O. NO:** 6**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 5**ARCHITECT/ENGINEER:** HDR**RFI NO:** 7, 2003 A, B & C**FI NO:**

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change order includes:

1. Value Engineering Changes to eliminate the precast concrete lintels, wainscot and wall caps at the Operations Building, High Service Pump Station and Chemical Building; and replace them with CMU headers. Eliminating the 4" CMU veneer wainscot and reducing the size of the concrete wainscot. (Overaa COR 17) \$88,359.00 CREDIT
2. Eliminating 6 interior bollards is also included. (Overaa COR 16) \$4,800.00 CREDIT

Total of items 1 & 2 above = \$93,159.00 CREDIT

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 5/5/11

Schedule Impact 0 Days

Contractor Proposal Date: 9/15/11

Add Amount: \$ 0

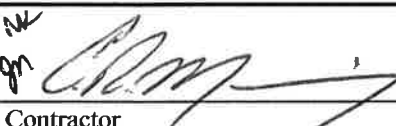

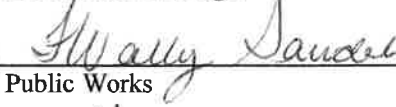
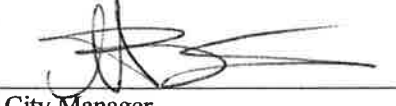
Deduct Amount: \$93,159.00

Reason For Change: Value Engineering

Account 181011.1825.2300

Requested By: Gary Wiman

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	9/23/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$684,817.00
	9/28/11	PREVIOUS DEDUCTS \$0
Construction Manager	Date	THIS CHANGE \$93,159.00 CREDIT
	9/28/11	CONTRACT TO DATE \$23,428,658.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	9-28-11	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility**C.O. NO:** 7**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 7**ARCHITECT/ENGINEER:** HDR**RFI NO:** 89, 101, 102, 103A, 2012**FI NO:**

Brief Description Of Work

This Change Order includes:

1. Paint Traffic Signal Control Panel Dunes Tan. (Overaa COR 4) \$812.00
2. Add Floor Drain for Emergency Eye wash at Chemical Building per RFI 102. (Overaa COR 11) \$3,357.00
3. Remove two additional Sycamore trees near new entry road as requested by the Parks Dept. (Overaa COR 18) \$1,601.00.
4. Change Water Storage Tank access ladder rung and mounting materials per RFI 101 to meet code requirements. (Overaa COR 19) \$5,537.00
5. Provide grating at interior Water Storage Tank openings per RFI 89. (Overaa COR 20) \$6,367.00
6. Add code required trap primers at all floor drains per RFI 103A. A total of 78 trap primers are added. (Overaa COR 21) \$92,549.00
7. A conflict was discovered between the new 36" treated water pipe line and an existing 54" storm drain line and an existing 8" water line. The 36" pipe was routed under the 54" and the 8" water was relocated out of the way per RFI 109. (Overaa COR 22) \$78,054.00
8. The contractor substituted ductile iron pipe fitting types which provided a credit to the City. (Overaa COR 23) \$9,973.00 CREDIT
9. A 36" butterfly valve was deleted near the treated water storage tank per RFI 118 creating a credit. (Overaa COR 24) \$3,410.00 CREDIT
10. The Public Works Dept requested the demolition of the block wall around a power pole on Turner Road near the new entry road. (Overaa COR 25) \$3,722.00

The total of items 1 – 10 above is \$178,616.00

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 7/8/11

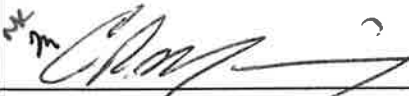

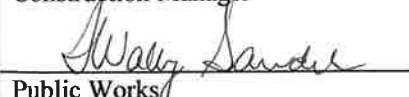

Schedule Impact 0 Days

Contractor Proposal Date: 10/11/11

Add Amount: \$191,999.00 Deduct Amount: \$13,383.00 Net Change: \$178,616.00

Reason For Change: Plan Clarification/Owner Requested Account 181011.1825.2250

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	10/25/11	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$684,817.00
	10/19/11	PREVIOUS DEDUCTS \$93,159.00
Construction Manager	Date	THIS CHANGE \$178,616.00
	10/27/11	CONTRACT TO DATE \$23,607,274.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	10-27-11	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility

C.O. NO: 8

CONTRACTOR: C. Overaa & Co.

PCO NO: 8

ARCHITECT/ENGINEER: HDR

RFI NO: 2015, 137, 3004, 150, 17, 130A, 145, 149, 139, 150A

FI NO:

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order includes:

1. Addition of stamped colored concrete at the Mills/Turner medians per RFI 2015. (Overaa COR 26) \$12,715.00
2. Replacement of 21 water valve lids on Mills Ave, including raise to grade and patch paving, and additional patch paving for water lines installed by City crews on Mills Ave side streets. (Overaa COR 27) \$41,001.00
3. Add bell-up floor drain for ¾" BFP at High Service Pump Station per RFI 137. (Overaa COR 28) \$1,398.00
4. Additional Structural Steel Beams above openings at Ops Building line K per RFI 3004. (Overaa COR 29) \$10,206.00
5. Revised Ops Building top of CMU flat wall Embed plates per RFI 150. (Overaa COR 30) \$22,871.00
6. Add code required roof access at the High Service Pump Station per RFI 17. (Overaa COR 31) \$8,401.00
7. Revised Ops Building low roof embed plates at line K per RFI 130A. (Overaa COR 32) \$4,954.00
8. Revised Ops Building structural steel for sloped roof elevation per RFI 145 & 149. (Overaa COR 33) \$9,168.00
9. Additional waterstop at Chem Building containment wall per RFI 139. (Overaa COR 34) \$802.00
10. Additional traffic signal work at Mills Ave/Turner Road as per Traffic Engineer. (Overaa COR 35) \$5,204.00
11. Reimburse City staff time and materials for Mills Ave water valves damaged by contractor. (Overaa COR 37) \$7,416.00 CREDIT
12. Revised Ops Building top of raked wall embed plates per RFI 150A. (Overaa COR 38) \$56,434.00

The total of the twelve (12) items above is \$165,738.00

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 10/19/11

Schedule Impact 0 Days

Contractor Proposal Date: 12/14/11




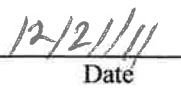
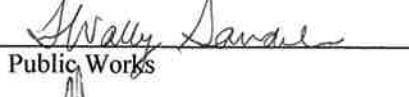
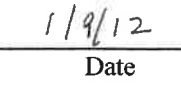
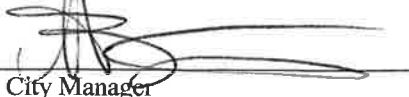
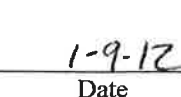
Add Amount: \$165,738.00

Deduct Amount:

Reason For Change: Plan Clarification, Owner Requested

Account 181011.1825.2250

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

 Contractor	 Date	ORIGINAL CONTRACT \$22,837,000.00
 Construction Manager	 Date	PREVIOUS ADDS \$863,433.00
 Public Works	 Date	PREVIOUS DEDUCTS \$93,159.00
 City Manager	 Date	THIS CHANGE \$165,738.00
		CONTRACT TO DATE \$23,773,012.00
		CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
		ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
		ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility**C.O. NO:** 9**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 9**ARCHITECT/ENGINEER:** HDR**RFI NO:** 110, 144A, 155, 162, 172, 173, 2003, 2013, 2018, 2020 and Submittal 250**FI NO:**

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

Overaa COR	RFI	Description	Responsibility	Amount
39	162	Block Veneer Support at openings	Design detail	\$ 2,181.00
40	2003	Metal Stud Additional Engineering costs	Owner Requested - VE related cost	\$ 5,577.00
41	2013	Revise two door frames at Ops Bldg due to conflict with Structural items	Design conflict	\$ 2,638.00
42	172, 173	Add time clock for Exterior lighting at Sed Basin & Plate Settler area	Owner requested	\$ 1,060.00
43	Sub 250	Deleted Cathodic Protection at Reverse Filtration Waste Tank	Eng. Value Engineering CREDIT	\$ (4,675.00)
44		TW Storage Tank Coating	Owner Requested to protect tank from vandalism & ease of maintenance	\$ 33,549.00
46	110	Add stud furring at Ops Bldg CMU walls for Pipe chase needs	Design conflict	\$ 2,529.00
47	155	CMU embeds at Chem Building	Design detail	\$ 66,492.00
48	144A	Add Floor tile in staff bathrooms and locker rooms	Owner Requested	\$ 13,599.00
49		additional Electrical bores	EUD Requested	\$ 31,115.00
50	2009B	Delete Electrical Bore	Owner Requested VE CREDIT	\$ (22,500.00)
51		Delete Loading Doc	Owner Requested VE CREDIT	\$ (11,000.00)
52	2018	Add Safety Access Bar at TW Storage Tank Entrance	Owner Requested	\$ 1,699.00
53	2020	Provide 24 Well Site Flow Meters	Owner Requested	\$ 71,701.00
Total				\$ 193,965.00

Request, Proposal, Recommendation And Approval

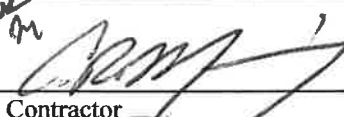

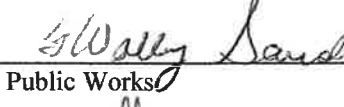
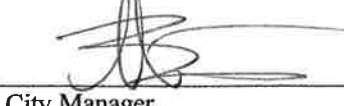
Requesting Official: Gary Wiman Date of Request: 12/3/11 Schedule Impact 0 Days

Contractor Proposal Date: 12/14/11 Add Amount: \$193,965.00 Deduct Amount: _____

Reason For Change: Owner Requested/Plan Clarification Account 181011.1825.2250 - \$162,850.00

Requested By: PW Water Dept, EUD, PW Engineering Account 161651.1825 - \$31,115.00

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

 Contractor	3/12/12 Date	ORIGINAL CONTRACT \$22,837,000.00
 Construction Manager	3/16/12 Date	PREVIOUS ADDS \$1,029,171.00
 Public Works	3/14/12 Date	PREVIOUS DEDUCTS \$93,159.00
 City Manager	3-14-12 Date	THIS CHANGE \$193,965.00
		CONTRACT TO DATE \$23,966,977.00
		CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
		ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
		ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

3/14/12
CC: Finance
(100002)

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility

C.O. NO: 10

CONTRACTOR: C. Overaa & Co.

PCO NO: 10

ARCHITECT/ENGINEER: HDR

RFI NO: 171A, 205, 208, 218, 223, 2013

FI NO:

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change includes:

1. Value Engineering change at the Raw Water Pump Station Accoustic Wall insulation. (Overaa COR 36) \$7,000. CREDIT
2. Reduced size for the ACH tanks. (Overaa COR 54) \$1,348. CREDIT
3. Additional Tile Wainscot at bathrooms. (Overaa COR 57) \$1,850.
4. Add Top of wall flashing and replace metal faux beam end with box beam end. (Overaa COR 58) \$29,169.
5. Lower ceiling height in bath/locker rooms 114, 115, 116 and 117. (Overaa COR 60) \$825.
6. Add furring strips at CMU walls for siding support. (Overaa COR 61) \$1,957.
7. Air district requires low emission water heaters. (Overaa COR 62) \$7,853.
8. Additional detailing costs related to HVAC reroute over walls. (Overaa COR 63) \$755.
9. Revised doors 132D and 134. (Overaa COR 64) \$1,440.
10. Upgrade to City wide Security Access System software and Hardware due to addition of SWTF project. (Overaa COR 65) ~~\$22,837~~ ^{NE} \$22,387
11. Code required Fire Alarm Preaction Detection System. (Overaa COR 66) \$14,955.

The total of the above 11 items is: \$72,843.

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 3/8/12

Schedule Impact 0 Days

Contractor Proposal Date: 5/3/12

Add Amount: \$72,843.00

Deduct Amount: _____

Reason For Change: Value Engineering, Owner Requested, Changed Conditions

Account 181011.1825.2250

Requested By: Gary Wiman

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Contractor

Date

ORIGINAL CONTRACT \$22,837,000.00

PREVIOUS ADDS \$1,223,136.00

PREVIOUS DEDUCTS \$93,159.00

Construction Manager

Date

THIS CHANGE \$72,843.00

CONTRACT TO DATE \$24,039,820.00

Public Works

Date

CONTRACT TIME ADJUSTMENT 0 DAYS

City Manager

Date

ORIGINAL CONTRACT

COMPLETION DATE: December 31, 2012

ADJUSTED CONTRACT

COMPLETION DATE: December 31, 2012

CITY OF LODI**PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL****PROJECT:** Surface Water Treatment Facility**C.O. NO:** 11**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 11**ARCHITECT/ENGINEER:** HDR**RFI NO:** 260, 2024, 270, 150, 155, 280, 256, 2032, 2031, 2034, 2035, 171**Brief Description Of Work**

Overaa COR	RFI	Amount	Description
67	260	\$1,164.00	Add code required fire damper at room 127 HVAC
68	PALL	\$8,962.00	Costs related to Pall Equipment size change
69	2024	\$8,189.00	Change bathroom and breakroom Counters to solid surface
70	270	\$4,843.00	Add single ply roof walk pads to equipment areas
71	150,155	\$15,515.00	Coatings for additional CMU wall embeds
72	280	\$3,888.00	Revised Locker layout
73	298	-\$776.00	Change to TPO roofing at HSPS and RWPS
75	FI	-\$16,500.00	Chain Link and post & Cable fence credit
77	FI	\$5,256.00	Purchase 6" water meter
78	256	\$2,677.00	Add enclosure for AIT 6009
80	2032	\$6,131.00	change to stained concrete at Ops Building areas not carpeted
81	FI	\$28,137.00	Add chemical fill stations at 23 wells and well T&M work
82	FI	\$47,135.00	Additional T&M and boring work related to Mills Ave
83	2031	\$1,513.00	Add ceiling mounted occupancy sensors at bath & Locker Rooms
84	2034	\$56,504.00	Add 6" Water Recirculation Pipe line on Site
85	2035	-\$9,000.00	Delete wood trellis at Ops Building
86	171	\$33,639.00	171 sheet metal Rafter tail boxes

The total of the above 17 items: \$197,277.00

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman

Date of Request: 6/1/12

Schedule Impact 0 Days

Contractor Proposal Date: 6/5/12

Add Amount: \$197,277.00


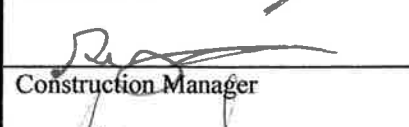
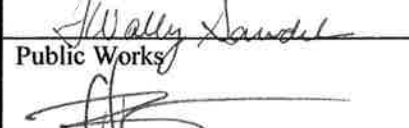
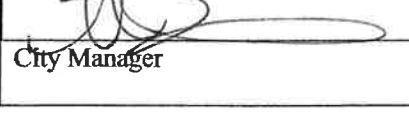
Deduct Amount: _____

Reason For Change: Value Engineering, Owner Requested, Changed Conditions

Account 181011.1825.2250

Requested By: Gary Wiman

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	7/30/12	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$1,295,979.00
	7/30/12	PREVIOUS DEDUCTS \$93,159.00
Construction Manager	Date	THIS CHANGE \$197,277.00
	8/1/12	CONTRACT TO DATE \$24,237,097.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	8-1-12	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

CITY OF LODI**PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL****PROJECT:** Surface Water Treatment Facility**C.O. NO:** 12**CONTRACTOR:** C. Overaa & Co.**PCO NO:** 12**ARCHITECT/ENGINEER:** HDR**RFI NO:** 245, 272, 286, 2022, 292, 237, 291, 304, 2017, 2016, 2026, 2037, 2038, 2040**FI NO:**


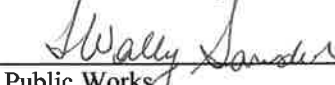
Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

Overaa COR	RFI	Amount	Description
88		\$3,898.00	Additional Weeding and mowing as requested by PW
89		\$4,049.00	Add Emergency Eye wash Flow switches at 6 locations on Site
90	245	\$3,578.00	Relocate Sed Basin Stairs
91	272	\$2,433.00	Add cold water line to ECU 2001
92		\$12,716.00	Purchase 11 Well Site Pipe Spools requested by PW Staff
93		-\$710.00	Credit for accepting one 24" box tree and sixty 1 gallon plants
94		\$2,217.00	Additional Soil planting amendments based on Lab results
95	286	\$5,210.00	Additional Costs associated with RWPS Building elevation discrepancies
96		\$9,495.00	Hydro seed park site area
97	2022	\$8,200.00	Miscellaneous well site SCADA control changes at 23 well sites
98		\$8,466.00	Add SCADA control of Storm Pump Stations 9, 14 and 16
99		\$3,509.00	SCADA well master control programming changes requested by staff
100		\$25,996.00	Add Well 4R to SCADA control system
101		\$2,382.00	Convert single mode fiber cable from EUD to multimode fiber on site
102		\$28,716.00	Asphalt oil cost escalation per Caltrans Standards
103	292	\$659.00	Cost of relocating a pit Level indicator switch
104		\$2,215.00	Installation of spare conduits for future VFD & RTU needs
105		\$2,759.00	Change Pull box PB3C lid to traffic rated steel lid
106		\$17,189.00	Radio Survey 25 Well sites and Changes to well site radio antennas
107	237	\$40,602.00	Install 81 additional site bollards for building/equipment protection
108	291	\$35,349.00	VOIP Phone system including all hardware, phones and installation
109		\$6,380.00	Procure and install exterior building light fixtures
110		\$1,474.00	Addition of code required fire alarm system items per permit
111		\$18,910.00	Additional electrical work at 23 Well Sites
112		-\$5,667.00	Credit for Site changes
113		\$5,804.00	Change main water meter vault and lid to traffic rated
114	304&2037	\$10,676.00	Add instrument air system & ARVs to Pall Autos trainers
115		\$9,319.00	Add Air dryer and filter to soda ash silo dust collector
116	2017	\$6,185.00	Relocation of Sed Basin analyzer and control panels
118	2016	\$15,090.00	Hardware changes to Security Access system requested by staff
119	2026	\$6,953.00	SCADA wiring to work stations
120		\$1,232.00	Add concrete sidewalk from HSPS to man gate at visitor parking area
121	2038	\$6,635.00	Add Ornamental Iron Fence at Waste lift Station
122		\$739.00	Additional wording at Facility sign
123	2040	\$2,899.00	Add pump at membrane room pipe pit sump
		\$305,557.00	

Supporting documentation is attached.

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman	Date of Request:	Schedule Impact <u>0</u> Days
Contractor Proposal Date:	Add Amount: \$305,557.00	Deduct Amount: _____
Reason For Change: Changed Conditions, Owner Requested	Account 181011.1825.2250	
Requested By: City Staff		
CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.		
	10/19/12 Date	ORIGINAL CONTRACT \$22,837,000.00
Contractor		PREVIOUS ADDS \$1,493,256.00
	10/15/12 Date	PREVIOUS DEDUCTS \$93,159.00
Construction Manager		THIS CHANGE \$305,557.00
	10/23/12 Date	CONTRACT TO DATE \$24,542,654.00
Public Works		CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	10-24-2012 Date	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager		ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility

CONTRACTOR: C. Overaa & Co.

ARCHITECT/ENGINEER: HDR

C.O. NO: 13

PCO NO: 13

RFI NO: 2039,2042, 279,98,222, 301,3001, 311,312,2041, 287A,2043, 250,2000,244, 309,175,297, 2044

FI NO:

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

Overaa COR	RFI	Amount	Description
56		\$9,841.00	Concrete slab and pipe rack installation at MSC Yard
124		\$10,503.00	Add 10" OIP Screen at Well 4R control Panel
125	2039	\$2,103.00	Add Camera at Lobby
126		\$10,371.00	Well 4R Chemical Treatment facilities
127	2042	\$2,264.00	Add Sample ports at analyzer panels
128		\$1,798.00	Change Level transducer at Treated Water Storage Tank
129	279	\$2,420.00	Relocate Pall System CIP Tank Heaters to meet code
130	98	\$4,163.00	Add Pipe supports at 8" RFS overflow
131	222	\$4,118.00	Relocation of the Soda Ash Silo
132	301	\$15,950.00	Sodium Hypochlorite tank size increase, reroute electrical and piping
133		\$2,561.00	Sedimentation basin MOV shaft extensions
134		\$7,350.00	Add anti-siphon valves at 24 well sites
135		\$0.00	Not Accepted by Owner
136	3001B& C	\$30,057.00	Change Chemical tote containment system
137	311 & 312	\$7,281.00	Drainage and track at main slide gate
138		\$4,155.00	Add domestic back flow preventers at sodium hypo & Soda ash systems
139	2041	\$1,386.00	Add light fixture to hypo generation room
140		\$4,385.00	Add exterior light fixtures & wiring to HSPS and Chemical Building
141		\$18,218.00	Provide and install conduit label and Tagging system to entire facility
142		\$29,861.00	Repair Lighting along Lodi Lake Bike Path for SWTF egress
143		\$0.00	VOID - included in COR 142
144	287A	\$4,833.00	Coat Chemical Metering Pump Supports
145	2043	\$1,779.00	ADD CIP Valve to Pall System discharge line
146		\$1,359.00	Add Sedimentation Sample Panel drain to sewer
147		\$5,713.00	Add code required ladder-up extensions 6 ladder locations
148		\$2,515.00	Glass washer glassware rack system
149		\$17,992.00	Add Domestic water booster pump at Chemical Building
150		-\$2,095.00	Credit for unused shop tool budget
151		-\$617.00	Credit for voice system analog trunk module
152		\$827.00	Add Water Tower I/O
153		\$4,787.00	Replace Finish Turbidity analyzer with Hach model for micro meter
154		\$3,508.00	Paint lintels and "windows" at RWPS



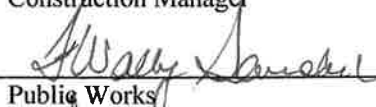

155		\$4,787.00	12" Flowmeter for well site as requested by City Water Dept Staff
156		\$15,771.00	Purchase 3 toughbook laptop computers for PW Electricians
157		\$5,026.00	Well 6R Remobilization
158		\$13,557.00	Room 133 Chemical Tote Fill lines and seismic anchorage
159			Void - Not used
160		\$6,687.00	Add Post and Cable Fence along east side of entry road
161		\$11,851.00	Well 4R Trenching and Paving work for SCADA integration
162		\$4,223.00	Add SCADA Temperature inputs at Chem & HSPS Buildings
163		\$4,517.00	Provide 2 exterior light fixtures and HP Communication Switch
164	250	\$2,815.00	Sed Basin Handrail Modifications required for sludge pump mounts
165		\$12,852.00	RWPS Site Survey and SWTF Parcel Split
166	2000	\$3,787.00	Added Fire Hydrant and 6" water service per Fire Dept Requirements
167	244,309	\$20,943.00	Infrastructure work associated with the Soda Ash Silo utility needs
168	175	\$3,944.00	Relocation of the Altitude Sensing Valve
169	297	\$20,070.00	Add Stl Pipe Supports at the Autostrainers, RF pumps & Recirc Pumps
170		\$5,026.00	Well 19 Remobilization Costs
177	2044	\$2,082.00	Add ADA path of travel markings as required by Building Dept
TOTAL		\$347,324.00	

Request, Proposal, Recommendation And Approval

Requesting Official: Gary Wiman Date of Request: 12/3/12 Schedule Impact 0 Days
 Contractor Proposal Date: 1/2/13 Add Amount: \$347,324.00 Deduct Amount: _____
 Reason For Change: Owner Requested, Changed Conditions Account 181011.1825.2250

Requested By: City Staff

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

	1/7/13	ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$1,798,813.00
	1/3/13	PREVIOUS DEDUCTS \$93,159.00
Construction Manager	Date	THIS CHANGE \$347,324.00
	1/14/13	CONTRACT TO DATE \$24,889,978.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
	1-22-13	ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: December 31, 2012

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility

C.O. NO: 14

CONTRACTOR: C. Overaa & Co.

PCO NO: 14

ARCHITECT/ENGINEER: HDR

RFI NO:

FI NO:

Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order includes all work associated with adding 9 wastewater and 20 storm water pump stations to the SCADA control system at the Surface Water Treatment Facility. This work was authorized by City Council in Resolution 2012-199. The work is to be performed as "Not to Exceed" \$450,000 based on the attached estimates and actual field conditions.

Request, Proposal, Recommendation And Approval

Requesting Official: Wally Sandelin

Date of Request: 11/27/12

Schedule Impact 60 Days

Contractor Proposal Date: 12/10/12

Add Amount: \$450,000




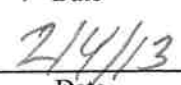

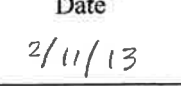

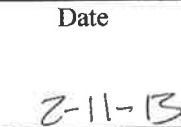
Deduct Amount: _____

Reason For Change: Owner Requested

Account 181011.1825.2250

Requested By: Gary Wiman

CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.

		ORIGINAL CONTRACT \$22,837,000.00
Contractor	Date	PREVIOUS ADDS \$2,146,137.00
		PREVIOUS DEDUCTS \$93,159.00
Construction Manager	Date	THIS CHANGE \$450,000.00
		CONTRACT TO DATE \$25,339,978.00
Public Works	Date	CONTRACT TIME ADJUSTMENT <u>60</u> DAYS
		ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
City Manager	Date	ADJUSTED CONTRACT COMPLETION DATE: March 1, 2013

2/12/13
C. Overaa & Co.
Finance
GW

RESOLUTION NO. 2012-199

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT
CHANGE ORDER WITH C. OVERAA & COMPANY FOR
STORM AND WASTE WATER PUMP STATION SCADA
INTEGRATION UNDER THE SURFACE WATER
TREATMENT FACILITY PROJECT CONTRACT

=====

WHEREAS, the contract for the Surface Water Treatment Facility Project was awarded to C. Overaa & Company on October 20, 2010; and

WHEREAS, as a part of the contract, all operating City well sites were integrated into the Surface Water Treatment Facility (SWTF) Supervisory Control and Data Acquisition (SCADA) system so they can be monitored and controlled at the SWTF operations center; and

WHEREAS, the change order will upgrade the 9 City wastewater and 12 City storm water pump station communication systems so they may be integrated into the SWTF SCADA system for monitoring and control. Once this work is completed, Public Works staff will be able to monitor and control all Public Works pump facilities from the SWTF operations center.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract change order with C. Overaa & Company, of Richmond, California, for storm and waste water pump station SCADA integration under the Surface Water Treatment Facility Project contract, in an amount not to exceed \$450,000.

Dated: December 19, 2012

=====

I hereby certify that Resolution No. 2012-199 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 19, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

CITY OF LODI

PROPOSED CHANGE ORDER AND REQUEST FOR PROPOSAL

PROJECT: Surface Water Treatment Facility

CONTRACTOR: C. Overaa & Co.
ARCHITECT/ENGINEER: HDR

C.O. NO: 15

PCO NO: 15

RFI NO:

FI NO:


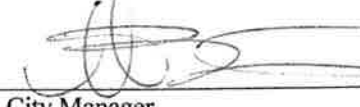
Submit Proposal Within 15 Days Upon Receipt of This Request

Brief Description Of Work

This Change Order includes:

Overaa COR	RFI	Amount	Description
172		\$94,695.00	RS Logix Software Licensing for 5 Licenses
176		\$5,184.00	Additional Landscape Rock
178		\$4,909.00	Add Boiler Control to BMS System
179		\$8,870.00	Add Soda Ash water softener
180		\$49,005.00	Fixed Network Collector Sites
181		\$2,515.00	Additional Landscape Bark and Quick coupler
182		\$608.00	Install Tamper Proof bolts at landscape Boxes
183		\$1,862.00	Install Domestic Back-flow at boiler 2001
184		\$7,717.00	Add post & Cable Fence along east side of entry road
Total		\$175,365.00	

Request, Proposal, Recommendation And Approval

Requesting Official: Wally Sandelin	Date of Request: 1/16/13	Schedule Impact <u>0</u> Days
Contractor Proposal Date: 2/4/13	Add Amount: \$175,365.00	Deduct Amount: _____
Reason For Change: Owner Requested	Account 181011.1825.2250	\$126,360.00
Requested By: Gary Wiman	16/000.1825.1700	Account 24,502.50
CONTRACTOR AGREES TO FURNISH ALL LABOR AND MATERIALS AND PERFORM ALL WORK REQUIRED TO COMPLETE THE ABOVE DESCRIBED WORK CHANGE IN ACCORDANCE WITH THE REQUIREMENTS FOR SIMILAR WORK COVERED BY THE CONTRACT EXCEPT AS OTHERWISE STIPULATED HEREIN FOR THE STATED CONSIDERATION. TO PERFORM THE CHANGES FOR THE AMOUNT INDICATED WHICH INCLUDES ANY EXTENDED OR JOBSITE OVERHEAD, DISRUPTION, RIPPLE EFFECT AND OTHER IMPACT COSTS. NO WORK WILL BE STARTED UNTIL THIS PROPOSAL IS ACCEPTED.		
 Contractor	2/22/13 Date	ORIGINAL CONTRACT \$22,837,000.00
 Construction Manager	2/20/13 Date	PREVIOUS ADDS \$2,596,137.00
 Public Works	2/25/13 Date	PREVIOUS DEDUCTS \$93,159.00
 City Manager	2-25-13 Date	THIS CHANGE \$175,365.00
		CONTRACT TO DATE \$25,515,343.00
		CONTRACT TIME ADJUSTMENT <u>0</u> DAYS
		ORIGINAL CONTRACT COMPLETION DATE: December 31, 2012
		ADJUSTED CONTRACT COMPLETION DATE: March 1, 2013



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Mills Avenue Overlay Project with Knife River Construction, of Stockton (\$352,333.50)

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Mills Avenue overlay project with Knife River Construction, of Stockton, in the amount of \$352,333.50.

BACKGROUND INFORMATION: This project consists of installing an asphalt concrete overlay with pavement fabric and other incidental and related work, all as shown on the plans and specifications for the project. The locations of the street improvements are shown on Exhibit A.

Plans and specifications for this project were approved on December 19, 2012. The City received the following 13 bids for this project on February 6, 2013. The lowest responsive bidder, Knife River Construction, has signed the required Local Hire forms and will conform to the requirements.

Bidder	Location	Bid
Engineer's Estimate		\$ 351,813.00
Knife River Construction	Stockton	\$ 352,333.50
Central Valley Engineering	Roseville	\$ 378,702.84
Teichert Construction	Stockton	\$ 381,282.00
JD Pasquetti	Lincoln	\$ 386,000.00
George Reed, Inc.	Modesto	\$ 388,736.00
Tom Mayo Construction	Stockton	\$ 399,432.00
Vintage Paving Co.	Winters	\$ 410,121.00
Biondi Paving, Inc.	Sacramento	\$ 414,000.00
A.M. Stephens Construction	Lodi	\$ 418,508.60
Lamon Construction	Yuba City	\$ 425,053.00
Martin Brothers Construction	Sacramento	\$ 429,245.00
Granite Construction	Sacramento	\$ 514,394.70
B&M Builders	Rancho Cordova	\$ 523,821.40

This project is budgeted in FY12/13. The \$410,000 covers the contract, engineering, inspection and project contingencies.

FISCAL IMPACT: The project will reduce the street maintenance costs in the area.

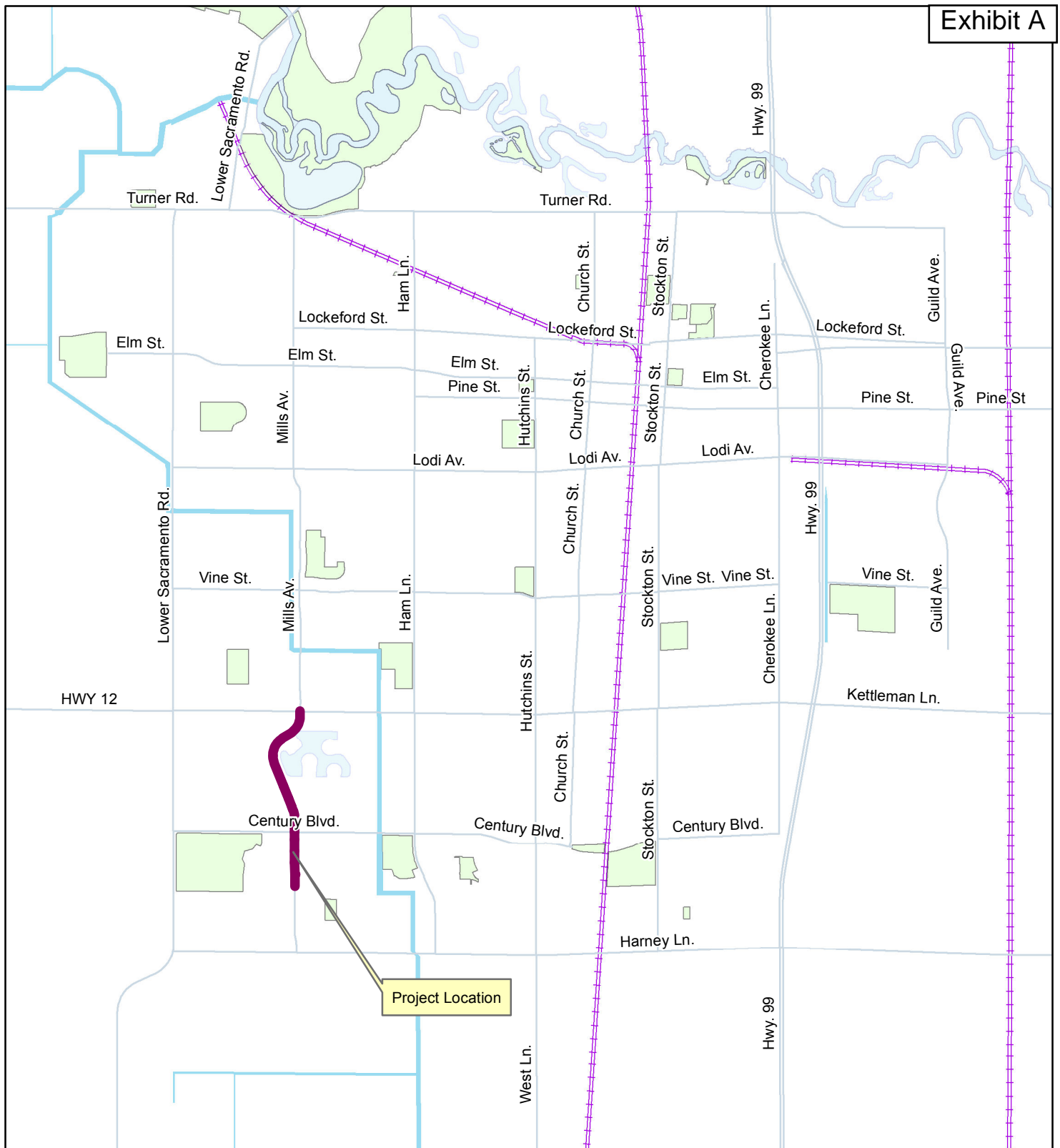
APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Gas Tax FY12/13 (322023): \$410,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
Attachment
cc: Deputy Public Works Director – City Engineer
Senior Civil Engineer
Knife River Construction



Mills Avenue Street Overlay Vicinity Map



1 in = 3,000 ft

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and KNIFE RIVER CONSTRUCTION, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 2,380 tons of asphalt concrete overlay with pavement fabric, perform 8,500 square feet of pavement repair, install four wheelchair ramps, and other incidental and related work, all as shown on the plans and specifications for "Mills Avenue Overlay, Incline Drive to Kettleman Lane".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 27,000.00	\$27,000.00
2.	Construction Notification	LS	1	\$ 2,000.00	\$ 2,000.00
3.	Water Pollution Control	LS	1	\$ 8,000.00	\$ 8,000.00
4.	Clearing and Grubbing	LS	1	\$ 4,000.00	\$ 4,000.00
5.	Miscellaneous Concrete Subgrade Compaction	SF	1,070	\$ 3.00	\$ 3,210.00
6.	Pavement Repair	SF	8,508	\$ 4.85	\$41,263.80
7.	Pavement Crack Seal	POUND	1,000	\$ 7.10	\$ 7,100.00
8.	Pavement Skin Patch	SF	200	\$ 7.50	\$ 1,500.00
9.	Pavement Grinding (6-Foot)	LF	7,530	\$ 1.65	\$12,424.50
10.	Pavement Grinding (12-Foot)	LF	348	\$ 1.65	\$ 574.20
11.	Pavement Fabric	SY	12,840	\$ 1.50	\$19,260.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
12.	Asphalt Concrete Overlay	TON	2,380	\$ 67.00	\$159,460.00
13.	Install Sidewalk/ Wheelchair Ramp	SF	680	\$ 8.15	\$ 5,542.00
14.	Install Curb and Gutter	LF	156	\$ 25.25	\$ 3,939.00
15.	Adjust Survey Monument Box to Grade	EA	15	\$ 400.00	\$ 6,000.00
16.	Adjust Storm Drain Manhole Frame and Cover to Grade	EA	13	\$ 400.00	\$ 5,200.00
17.	Adjust Wastewater Manhole Frame and Cover to Grade	EA	14	\$ 400.00	\$ 5,600.00
18.	Adjust Water Valve Frame and Cover to Grade	EA	44	\$ 400.00	\$17,600.00
19.	Furnish Water Valve Frame and Cover	EA	44	\$ 140.00	\$ 6,160.00
20.	Traffic Striping	LS	1	\$ 16,500.00	\$16,500.00
TOTAL					\$352,333.50

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or

materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **42 WORKING DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
FOR MILLS AVENUE ASPHALT CONCRETE OVERLAY PROJECT,
INCLINE DRIVE TO KETTLEMAN LANE

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 6, 2013, at 11:00 a.m., for the Mills Avenue Asphalt Concrete Overlay Project, Incline Drive to Kettleman Lane, described in the plans and specifications therefore approved by the City Council on December 19, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Knife River Construction	\$ 352,333.50
Central Valley Engineering	\$ 378,702.84
Teichert Construction	\$ 381,282.00
JD Pasquetti	\$ 386,000.00
George Reed, Inc.	\$ 388,736.00
Tom Mayo Construction	\$ 399,432.00
Vintage Paving Co.	\$ 410,121.00
Biondi Paving, Inc.	\$ 414,000.00
A.M. Stephens Construction	\$ 418,508.60
Lamon Construction	\$ 425,053.00
Martin Brothers Construction	\$ 429,245.00
Granite Construction	\$ 514,394.70
B&M Builders	\$ 523,821.40

WHEREAS, staff recommends awarding the contract for the Mills Avenue Asphalt Concrete Overlay Project, Incline Drive to Kettleman Lane, to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$352,333.50, and the contractor has signed the required Local Hire forms and will conform to the requirements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Mills Avenue Asphalt Concrete Overlay Project, Incline Drive to Kettleman Lane, to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$352,333.50; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for DeBenedetti Park Maintenance Yard Enclosure with Soracco & Sons, of Sutter Creek (\$188,091.11) and Appropriating Funds (\$210,000)

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for DeBenedetti Park Maintenance Yard Enclosure with Soracco & Sons, of Sutter Creek, in the amount of \$188,091.11, and appropriating funds in the amount of \$210,000.

BACKGROUND INFORMATION: The master plan for DeBenedetti Park includes a maintenance yard consisting of park maintenance facilities, a storm drainage pump station and a municipal well at the southwest corner of Century Boulevard and Heavenly Way. The pump station and well projects have been completed by the Public Works Department.

The City has received several critical comments regarding the appearance of the Public Works facilities. Requests have been received to advance the construction of the maintenance yard enclosure.

This project consists of constructing a 7-foot high masonry wall surrounding the maintenance yard and Public Works facilities, as called for in the original master plan. The layout of the planned enclosure is presented in Exhibit A. An objective of the project is to screen the existing pump station and well from public view. The tall mechanical trash-handling facility at the pump station will be partially screened from view, as represented in Exhibit B. The enclosure will look similar to the existing reverse frontage wall and landscaping located on the southeasterly corner of the Century Boulevard and Heavenly Way intersection.

Plans and specifications for this project were approved on October 3, 2012. The City received the following 12 bids for this project on February 6, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 188,652.00
Soracco & Sons	Sutter Creek	\$ 188,091.11
A. M. Stephens Construction	Lodi	\$ 209,618.50
B & M. Builders, Inc.	Rancho Cordova	\$ 225,528.50
Wickman Development	San Francisco	\$ 230,995.75
G Seven	Sonora	\$ 244,467.50
A-VET Construction	Woodbridge	\$ 252,356.50
Bobo Construction	Elk Grove	\$ 256,110.00
Mark Wallace Masonry	Auburn	\$ 273,759.11
BC Construction	Ceres	\$ 273,878.83
All-American Construction	Yuba City	\$ 285,365.44
Younger General Contractors	Rancho Cordova	\$ 338,450.00
David Smith Masonry	New Castle	\$ 471,687.90

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: Staff anticipates maintenance costs for the masonry wall to be minimal.

FUNDING AVAILABLE:

Requested Appropriation:	
Storm Impact Mitigation Fees (175043):	\$84,000
Water Capital (181043):	\$84,000
Parks Capital (1212043):	\$42,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer
Attachments
cc: Parks Superintendent



CITY OF LODI

PUBLIC WORKS DEPARTMENT

Exhibit A DeBenedetti Park Masonry Wall Enclosure

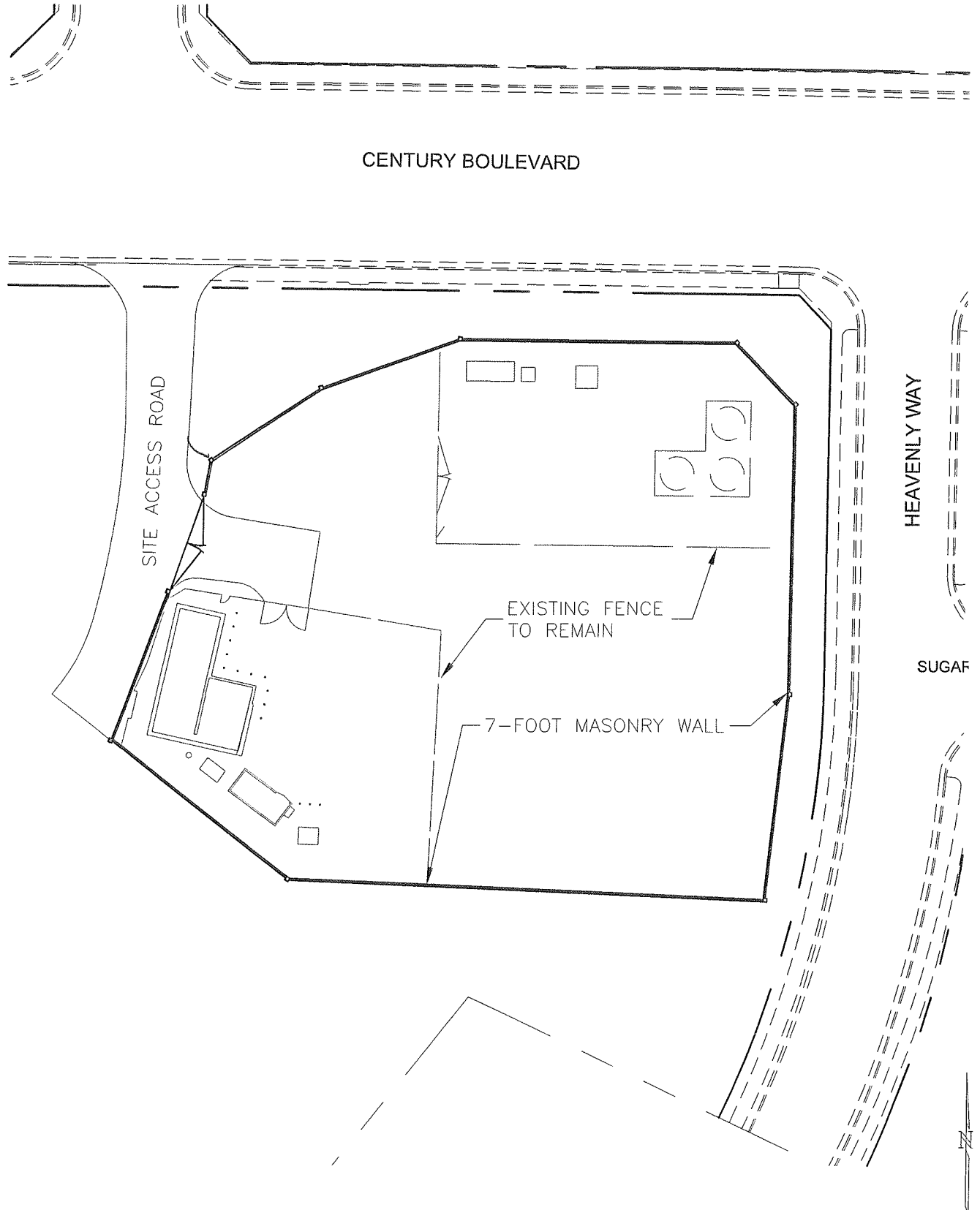
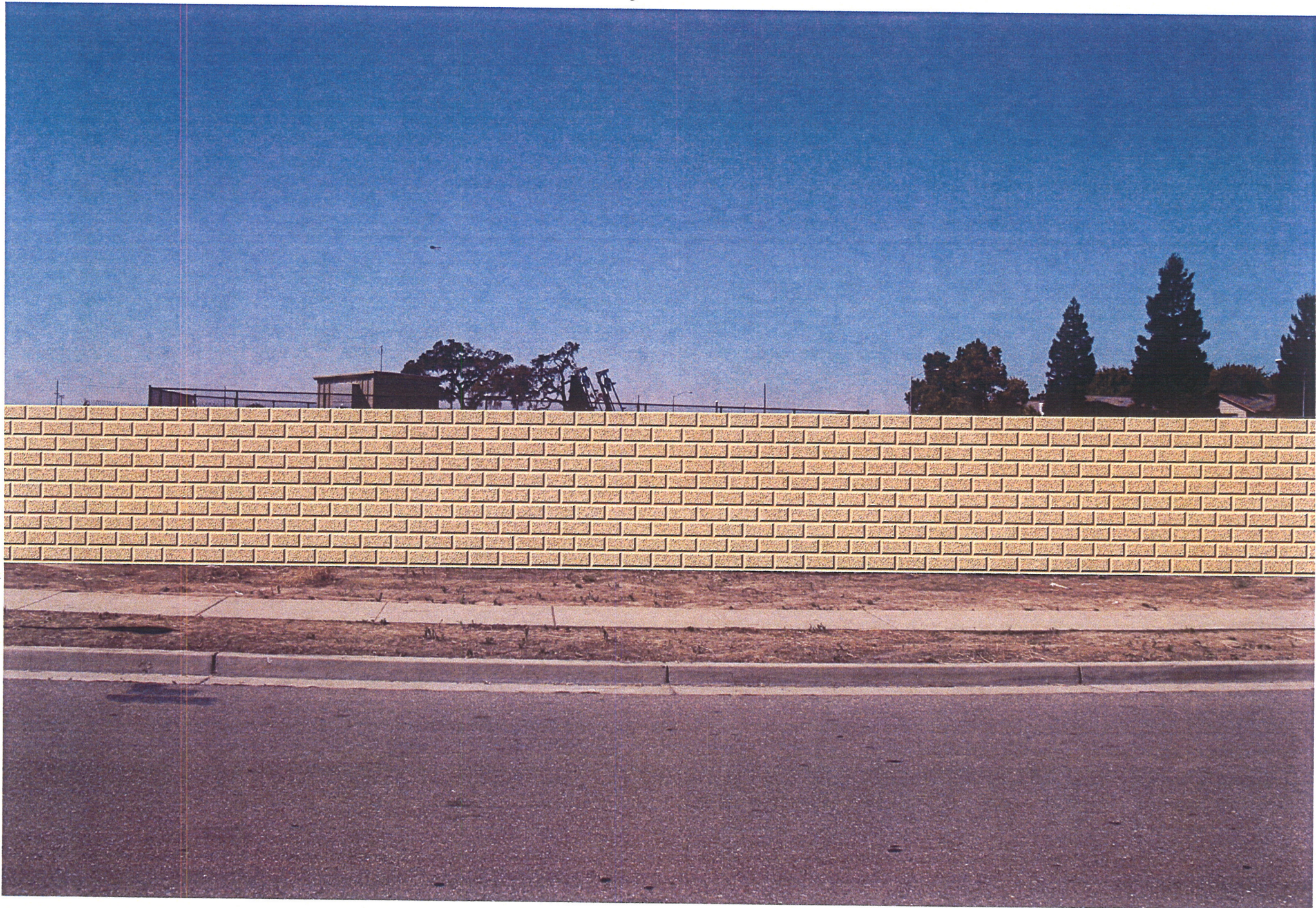


Exhibit B
Debenedetti Park
Masonry Wall Enclosure



**DEBENEDETTI MASONRY WALL ENCLOSURE
2360 West Century Boulevard**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and , herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2006 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of constructing a seven-foot eight-inch (7' 8") high masonry wall surrounding the maintenance yard and Public Works facilities, including site grading and aggregate base material and other incidental and related work, all as shown on the plans and specifications for the "DeBenedetti Masonry Wall Enclosure, 2360 West Century Boulevard".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	EA	1	\$ 4,800.00	\$ 4,800.00
2.	Water Pollution Control	ACRE	1.5	\$ 1,666.67	\$ 2,500.01
3.	Install Masonry Wall	LF	760	\$ 171.05	\$ 129,998.00
4.	Fence Removal	LF	910	\$ 3.51	\$ 3,194.10
5.	Install Chain Link Fence	LF	105	\$ 59.04	\$ 6,199.20
6.	Install Double Swing Gate	EA	1	\$ 5,400.00	\$ 5,400.00
7.	Install Single Swing Gate	EA	1	\$ 2,900.00	\$ 2,900.00
8.	Install Man Gate	EA	1	\$ 1,000.00	\$ 1,000.00
9.	Place Crushed Rock	CY	95	\$ 96.84	\$ 9,199.80
10.	Miscellaneous Work	LS	1	\$ 22,900.00	\$ 22,900.00
TOTAL BID					\$ 188,091.11

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **60 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney

1. AA# _____
2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	02/20/2013
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	175		3205	Fund Balance	\$ 84,000.00
	181		3205	Fund Balance	\$ 84,000.00
	1212		3205	Fund Balance	\$ 42,000.00
B. USE OF FINANCING	175	175043	1825.2300	DeBenedetti Park Enclosure	\$ 84,000.00
	181	181043	1825.2300	DeBenedetti Park Enclosure	\$ 84,000.00
	1212	1212043	1825.2300	DeBenedetti Park Enclosure	\$ 42,000.00

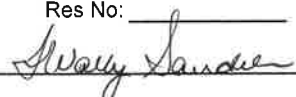
7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract for DeBenedetti Park maintenance yard enclosure.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR
DEBENEDETTI PARK MAINTENANCE YARD ENCLOSURE,
2360 WEST CENTURY BOULEVARD, AND FURTHER
APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on February 6, 2013, at 11:00 a.m., for the DeBenedetti Park Maintenance Yard Enclosure, 2360 West Century Boulevard, described in the plans and specifications therefore approved by the City Council on October 3, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Soracco & Sons	\$ 188,091.11
A. M. Stephens Construction	\$ 209,618.50
B & M. Builders, Inc.	\$ 225,528.50
Wickman Development	\$ 230,995.75
G Seven	\$ 244,467.50
A-VET Construction	\$ 252,356.50
Bobo Construction	\$ 256,110.00
Mark Wallace Masonry	\$ 273,759.11
BC Construction	\$ 273,878.83
All-American Construction	\$ 285,365.44
Younger General Contractors	\$ 338,450.00
David Smith Masonry	\$ 471,687.90

WHEREAS, staff recommends awarding the contract for the DeBenedetti Park Maintenance Yard Enclosure, 2360 West Century Boulevard, to the low bidder, Soracco & Sons, of Sutter Creek, California, in the amount of \$188,091.11.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the DeBenedetti Park Maintenance Yard Enclosure, 2360 West Century Boulevard, to the low bidder, Soracco & Sons, of Sutter Creek, California, in the amount of \$188,091.11; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$210,000 be appropriated for this project from Storm Impact Mitigation Fees, Water Capital, and Parks Capital.

Dated: March 6, 2013

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Annual Shared Automation Fee Structure for the Agreement Between the City of Stockton and Sirsi, Corp., Integrated Library System, and Approving Cost Sharing Fee for 2012/2013 Budget Year (\$28,250.31)

MEETING DATE: March 6, 2013

PREPARED BY: Library Services Director

RECOMMENDED ACTION: Adopt Resolution approving the annual shared automation fee structure for the agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and approving cost sharing fee for 2012/2013 budget year (\$28,250.31).

BACKGROUND INFORMATION: In 2003, as authorized by the City Council, the Lodi Public Library entered into a contract with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. The Sirsi ILS integrates all the functions of the library (including materials acquisition, cataloging, circulation, patron record management, etc.) together in one automated system. It allows users online access to the catalog to search for library materials. It allows users access to their accounts via the Internet to place holds and to receive email notification of holds, overdues, and due date reminders. The integrated library system maintains all the records of items in the collection and registered borrowers and their status in relation to each other. The contract requires the parties to annually agree on a fee structure for the Sirsi services to the Lodi Library.

City of Stockton Information Technology Department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed. Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton. Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system. Charges for City of Stockton staffing expertise and consultation are charged annually for estimated services rendered. This year, Stockton proposes that Lodi pay \$28,250.31 under the contract, a decrease of 10% from 2011/12.

FISCAL IMPACT: Sharing library resources with the City of Stockton is a cost-effective way to provide Lodi Public Library patrons with convenient, online access to library materials and resources.

FUNDING AVAILABLE: 210801.7323; \$28,250.31

Dean Gualco, Interim Library Director

Jordan Ayers, Deputy City Manager

AW/sb

APPROVED: _____
Konradt Bartlam, City Manager



SirsiDynix®

**AMENDMENT TO AGREEMENT(S)
with
CITY OF STOCKTON**

C-03-018
NT

This amendment ("Amendment") is made by and between City of Stockton, Global Customer number 320209 ("Customer"), and Sirsi Corporation dba SirsiDynix ("SirsiDynix").

Whereas the parties have entered a(n) Automated Library Software License and Hardware Sales Agreement and Software Support Services Agreement

with an effective date of 02/04/2003, as may have been subsequently amended from time to time (hereinafter referred to as the "Agreement");

Whereas the parties hereto wish to amend certain terms of the Agreement, now therefore, for good and valuable consideration the receipt of which is hereby acknowledged, SirsiDynix and Customer agree as follows:

1. Definitions.

For purposes of this Amendment and attached Quote, the following terms shall have the meaning set forth herein:

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided on-line access to through SirsiDynix on a subscription basis.

"License Metrics" means the limitation on the usage of each of the Software or SaaS Services as designated and/or defined in the applicable Quote by a term such as the number of titles, circulation, users, students, seats, reports, and the like.

"Maintenance" means the technical support and provision of Updates for the level of support services ordered, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided. A current version of such Support Policies can be found at:

http://clientcare.sirsidynix.com/index.php?goto=Knowledge&docs&pid=1&kcat_id=59&hlite=946

"Quote" means the document executed by the parties specifically referencing this Amendment and/or the Agreement, which contains Customer's order specific information, including description of Software and Maintenance ordered, License Metrics and associated fees and payment terms.

"SaaS Services" means the provision of (i) Software as a service (SaaS) hosted by SirsiDynix from a server farm that is comprised of application, data and remote access servers used to store and run the Software and Customer Data, and/or (ii) web access to Content and (iii) associated Maintenance.

"Software" means the SirsiDynix Software and Third Party Software.

"System" means the total complement of hardware and Software furnished and maintained by SirsiDynix.

"Third Party Software and Products" means content and software including Documentation and Updates, owned by an entity other than SirsiDynix which are to be provided to Customer by SirsiDynix on a pass-through or OEM basis pursuant to the terms of the EULA.

All other capitalized terms used herein have the meaning set forth in the Agreement, unless expressly stated otherwise in this Amendment.

2. Amendments.

The parties agree to amend the Agreement as follows:

All Clauses in the Agreement referencing a set Term and/or Termination date are hereby superseded by the following:

Term and Renewal. Maintenance and/or SaaS services (collectively "Services") continues, subject to State Statutes, through the expiration of the initial term set forth in the attached Quote ("Initial Term"). Following the end of the Initial Term, Services shall automatically renew annually for 12 month periods ("Renewal Term"), unless Customer gives written notice 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate Services. Written notice shall be given to legal@sirsidynix.com or by registered mail to SirsiDynix Technology Centre - Legal Dept., 3300 N. Ashton Blvd. - Ste 500, Lehi, UT 84043.

Subject to timely payment of the applicable fees, Maintenance is provided for all Software, unless otherwise noted in the Quote, provided however that with respect to Third Party Software, SirsiDynix's obligation is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such software.

SirsiDynix Onsite to SaaS Services Migration. If Customer is currently running an onsite SirsiDynix System, Customer may have its System migrated to SaaS Services at any time during the Initial Term or any Renewal Term. Customer shall be responsible for the mutually agreed upon fees for such migration, which shall be quoted at the time of request. The initial term for the SaaS Services shall be at least the remainder of the then-current Term of this Agreement.

In the event Customer chooses to migrate to a SaaS environment, SirsiDynix shall continue to invoice the full annual Maintenance for Customer's existing onsite system. As of the date of initial live use of the SaaS Services, SirsiDynix shall invoice the full one-time migration and first year's recurring fees for the SaaS System while at the same time issuing a pro-rated credit for any unused onsite Maintenance fees.

Third Party Software and Products. SirsiDynix may add and/or substitute functionally equivalent products for any Third Party Products in the event of product unavailability, end-of-life, or changes to software requirements. Use of the Third Party Software and Products subject to all terms and conditions of the applicable Third Party EULA and SirsiDynix makes no warranty with respect to such. Customer's sole remedy with respect to such shall be pursuant to the original licensor's

Customer Initial and Date: SM 2-1-13

Confidential

03 1370176



SirsiDynix®

warranty, if any, to SirsiDynix, to the extent permitted by the original licensor. Third Party Software and Products are made available by SirsiDynix on an "AS IS, AS AVAILABLE" BASIS.

Use. Software and/or Services purchased may be accessed by or used to manage no more than the number of License Metrics specified in the Quote, or the License Metrics specified in the current Agreement

between the parties if no License Metrics are specified in the Quote. Additional License Metrics may be purchased under an additional Quote at the pricing as defined in the Quote in effect at the time the additional License Metrics are added, prorated for the remainder of the then-current Term. The Services for added License Metrics shall terminate on the same date as the pre-existing Services. Fees are based on Software and/or Services and License Metrics purchased and not actual usage.

Unless expressly amended in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

If the foregoing correctly sets forth your understanding of your agreement with respect to the matters treated above, please indicate your acceptance and approval below and return either a PDF or a fax of the signed document to legal@sirsidynix.com or 801-223-5561; with original to follow to SirsiDynix Technology Centre – Legal Dept., 3300 N. Ashton Blvd. – Ste 500, Lehi, UT 84043.

This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of such counterparts shall constitute one and the same instrument. PDF documents and facsimile transactions shall be considered and have the same effect as originals.

The Effective Date of this Amendment shall be the date of the last signature below ("Effective Date").

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as identified below.

City of Stockton 605 North El Dorado Street Stockton, California 95202	SirsiDynix SirsiDynix Technology Centre 3300 N. Ashton Blvd. – Ste 500 Lehi, UT 84043
Sign: <u>[Signature]</u>	Sign: <u>[Signature]</u>
for Print Name: <u>Bob Deis</u>	Print Name: <u>JOHN GARDNER</u>
Title: <u>City manager</u>	Title: <u>CFO</u>
Date: <u>2-1-13</u>	Date: <u>12/5/12</u>

ATTEST:
BONNIE L. PAIGE
CLERK OF THE CITY OF STOCKTON

By [Signature]



APPROVED AS TO FORM AND CONTENT

By [Signature]
 Deputy City Attorney

Confidential



SirsiDynix®

At Will Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment. ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

1. **Definitions:** "Initial Term" and "Renewal Term" are defined in this addendum as they are in the Perpetual Software License and Maintenance Schedule and/or the SaaS Services Schedule as they refer to their respective services.

2. **Fees:** Customer acknowledges that, based on Customer's willingness to enter into this Amendment for the term specified in the Quote, SirsiDynix has provided Customer with Services at rates that represent a substantial discount from the rates that SirsiDynix would otherwise charge, along with certain other free or substantially discounted products or services, as identified in the Quote for the Initial Term or Renewal Term(s) of the Services (each referred to individually as a "Term"), based on the length of the Term. Customer therefore agrees that it is reasonable for Customer to pay a fee to SirsiDynix in the event of early termination of a recurring Service

("Terminated Service") by Customer, other than due to breach by SirsiDynix, which becomes effective upon any date prior to the end of the last year of the then-current Term. Such fee shall be equal to 50% of the remaining value of the then-current Term of the Services. Customer agrees that damages suffered by SirsiDynix in the event of early termination are difficult or impossible to determine and that the above amount is intended to be a reasonable approximation of such damages and not a penalty. Customer agrees that it will pay such amounts within thirty (30) days of any early termination of the Services. Customer shall notify SirsiDynix in writing of its intent to terminate such Services not less than ninety (90) days prior to the date of termination and Customer shall not be eligible for any pro-rata credit or refund for unused partial year Services fees paid.

*****END OF AT-WILL ADDENDUM*****

Customer Initial and Date: SM 2-1-13

Non-Appropriation of Funds Addendum

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Amendment. ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following.

Non-Appropriation of Funds: If funds are not available in a fiscal year to continue under this Agreement, the Agreement will be suspended at no penalty to Customer, upon SirsiDynix receipt of written notice ninety (90) days prior to the renewal period. Such notice will not relieve Customer of payments then owing. Customer

shall not purchase similar materials, supplies, services, or items of equipment during the anticipated life of the terminated Agreement without notification to SirsiDynix and reinstatement of the terminated Agreement.

*****END OF NON-APPROPRIATION OF FUNDS ADDENDUM*****

Customer Initial and Date: _____

[Signature] 2-1-13

Long Term Maintenance/SaaS Services Price Addendum for STOCKTON-SAN JOAQUIN COUNTY LIBRARY

This Addendum ("Addendum") is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer listed in the signature block on the signature page of this Agreement ("Customer"). The provisions of the Agreement ("Agreement"), including its incorporated schedules and addenda, are hereby fully incorporated herein by reference. Capitalized terms that are not otherwise defined in this Addendum shall have the meanings set forth in the Agreement.

The effective date of this Addendum shall be the date specified on the signature page of the Amendment ("Effective Date").

The above parties agree to the following:

Initial Term of Maintenance or SaaS Services: Four (4) years

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: The greater of 3% or CPI until Term renewal

Original Option (3%)	Year 1 7/1/2012-6/30/2013	Year 2 7/1/2013-6/30/2014	Year 3 7/1/2014-6/30/2015	Year 4 7/1/2015-6/30/2016
SD Software/Subscriptions	132,756.23	136,738.92	140,841.09	145,066.32
3rd Party	10,495.67	10,810.54	11,134.86	11,468.91
Hardware and Services	54,725.85	0.00	0.00	0.00
LTA Discount (Valid 2012-2015)	(20,000.00)	(20,000.00)	(20,000.00)	(20,000.00)
	177,977.76	127,549.47	131,975.95	136,535.23

Fees for the Initial Term are due annually in advance on 1 July.

The above price increase cap covers all Customer's active assets on Maintenance, however, the above quoted Initial Term price is guaranteed only for SirsiDynix products or services. Third Party/integrated product/service fees may, at the discretion of the Third Party, increase more than the above noted Initial Term pricing and shall be increased accordingly by SirsiDynix. SirsiDynix reserves the right to adjust Initial Term pricing in regards to vendor increases of Third Party/integrated products/services.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer Initial and Date: 8/1/13



SirsiDynix®

Quote for:

The City of Stockton

Symphony Migration and Add-ons

Prepared by:

Garrett Bull
Inside Sales Representative
SirsiDynix

(c) 2012 SirsiDynix, Inc. All rights reserved. Prices and products presented here are valid for 90 days from the date of this proposal. The information contained herein, including its attachments, contains proprietary and confidential information. Any distribution of these materials to third parties is strictly prohibited.

Statement of Work

General

The following are the specs for the Sun server:

SPARC T4-1

One 8-core 2.85 GHz SPARC T4 processor

16 GB memory

Redundant power supply

Four 300GB SAS 2.5" disk drives

DVD-RW slimline drive

Graphical User Interface and command-line interface

External LTO4 1U rackmount tape drive

US Unix Country Kit

Upgrade warranty to Premier System Support - 1 year

Solaris 10 11/06 Media

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Summary of Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price	2nd Year Amount
Services	12,960	-
Enterprise	19,847	13,810
Hardware	42,270	7,880
Other Services	8,020	7,540
QUOTE TOTAL	83,097	29,230

Quote date: October 16, 2012

Quote valid until: January 31, 2013

Prices and products presented here are valid until January 31, 2013. The information contained herein is proprietary and intended only for the individual named above. To place an order for the above products and/or services, please sign and FAX this document to:

North America: (801) 765-6550

UK: +44 (0) 1923 431847

Australia: +61 3 9678 9163

This quote is hereby fully incorporated into the Master Agreement and Schedules

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

SirsiDynix Copyright 2012 – All Rights Reserved.

Detailed Pricing

All prices are in U.S. dollars (\$) and are exclusive of taxes unless otherwise noted.

Component	Price
Web Services - included with API subscription	Included
Services	
Data Migration	3,050
Installation	9,910
Total Services	12,960
Enterprise	
SaaS Enterprise Annual Subscription	13,402
Installation and Training	6,445
Total Enterprise	19,847
Hardware	
Sun Production Server	38,630
Staging and Installation Services	960
Operating System Support	2,680
Total Hardware	42,270
Other Services	
API Annual Recurring Services Package	7,320
Test System Additional Production to Test Server Copy	700
Total Other Services	8,020
Quote Total	83,097

This quote is hereby fully incorporated into the Master Agreement and Schedules

The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Component Descriptions

Web Services - included with API subscription

SirsiDynix Web Services, a subset of the SirsiDynix Symphony API, gives you access to system data for customization and extensibility specific to your library aspirations, needs and patron requests. Web Services provides an alternative mechanism for accessing the catalog and system data using different technologies - including SOAP, HTTP and XML - arming system administrators with tools to quickly respond to needs of library staff and users. The core components of SirsiDynix Web Services are: Standard Services, which provide access to the catalog and allow searches and item information for interfaces and context outside the traditional library site. Security Services, for verifying accounts, logins and user info, prior to the authentication point. Patron Services, which enable access to user account information and actions, including ability to renew materials, place holds and update account details. Admin Services, for retrieving system information, including policies and other settings that may impact operations. Web Services can enable the creation of custom facets, for narrowing information within the library catalog to better meet patron interests; or can be expanded far beyond the library for performing and replicating specific calls, with third-party vendors or websites, such as eBook providers or social networking sites. Common uses also include integration of catalog data into another application, development of custom reports or applications, or verification of patron status in a context outside the traditional system.

Services

Data Migration:

Platform Migration Database Conversion Services

The Informix database structure changes between hardware operating systems. This service will convert the Informix database structure so that it is compatible with the new hardware a library is implementing.

SirsiDynix has completed more ILS conversions than any other major library software vendor. Our staff averages over 8.5 years of implementation experience, and they will advise you every step of the way. We want you to feel comfortable with the implementation process, so we assign specialized resources to provide the timely support you need to make your implementation a success.

Installation:

Product Delivery

Informix Platform Migration (remote)

Includes migration of existing ILS software, configuration and data as exists on current system to a new server.

iBistro/iLink Platform Migration

Migration includes migration of existing iBistro/iLink software and settings as exists on current system.

Informix Platform Migration (remote)

Includes migration of existing ILS software, configuration and data as exists on current system to a new server.

Project Management

Unicorn/Symphony Platform Migration

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Component Descriptions

Project Management Service for a Unicorn/Symphony Different OS and/Or Different Database Platform Migration. Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to client care once the new platform has been implemented.

Test Instance

Project Management Services for Test Instance

Non-ILS Platform Migration

Project Management Service for OPAC, WebReporter, SIP, TM3, Director's Station, or other non-ILS Platform Migration, (if included as part of a regular priced Standard platform migration or a regular priced non-ILS platform migration). Project Management Service includes a project management resource who will do the following during the standard, active implementation period of the project: act as the primary SirsiDynix Contact; hold weekly progress calls (as needed) with the customer; coordinate SirsiDynix resources; and transition the customer to Client Care once the new platform has been implemented.

Enterprise

SaaS Enterprise Annual Subscription

SirsiDynix Enterprise is a state-of-the-art faceted search solution that empowers libraries to make their collections more searchable and discoverable than ever before. Capitalizing on fuzzy search logic technology never before available to libraries, SirsiDynix Enterprise delivers leading-edge faceted search capabilities, simplified search interfaces, and much more.

Enterprise Software Installation

Includes installation of Enterprise in SirsiDynix SaaS facility, installation of Enterprise Agent on a Horizon or SirsiDynix Symphony ILS and installation/configuration of the appropriate Java Development (JDK). In addition, it includes the installation of Web Services for sites using SirsiDynix Symphony.

Enterprise SureStart-3

SureStart is a layer of consulting support designed to smooth the transition to Enterprise by addressing configuration issues like search limits, profiles, etc.

Theme Customization

Working with a SirsiDynix Consultant, theme customization addresses changing the look and feel of the product like colors, adding graphics, and using CSS to edit fonts and page layouts. This custom work is guaranteed to work on the version of Enterprise currently installed on the customer's system. SirsiDynix cannot guarantee compatibility with future releases. Updating custom work to be compatible with a later release will attract additional fees.

Enterprise - Administration Training

One seat in a group distance instructor-led course for Enterprise Administration. This class focuses on the policies found in the Enterprise admin module. You will learn how to display, create, modify and remove policies, as well as work with user accounts and scheduled tasks. By the end of the course you will know how to: ·Create Enterprise admin user accounts ·Manage search profiles and search result displays ·Look up and blacklist search suggestions ·Crawl website information for use in result lists ·Dictate scheduled tasks for indexing ILS data

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Component Descriptions

Enterprise - End User Training, Group

One seat in a group distance instructor-led course for Enterprise End User training. This class focuses on performing searches and maneuvering through the end-user interface. You will learn how to use the facets and different search types. By the end of the class you should know how to:

- Use "Did you mean?" and other search suggestions
- Limit search results by item library, item type, or other search facets
- Utilize email and print options
- Check item availability as well as place hold requests
- Write a patron review

Enterprise - Rooms Content Management Training

One seat in a group distance instructor-led course for Enterprise: Rooms Content Management. This class focuses on the rooms management and content creation capabilities in the Enterprise admin module. You will learn how to manage rooms, edit room properties, and edit and create content for a room. By the end of the course you will know how to:

- Create new rooms and Edit existing rooms
- Hide and display rooms
- Manage the availability of rooms to a Profile
- Understand and edit room properties including choosing layouts
- Select Search Targets and Search Limits for a room
- Edit and create content for a room
- Detach and attach rooms and branches

SirsiDynix Enterprise Project Management

Project Management Services for the implementation of SirsiDynix Enterprise

Hardware

Sun Production Server

Staging and Installation Services

Sun/IBM Core Hardware Staging

Hardware staging for SirsiDynix Symphony includes hardware setup, RAID setup, operation system installation and latest operating system updates.

Remote Hardware Installation

A remote hardware installation includes phone consultation providing customer assistance with un-boxing equipment, physical placement of server, rack mounting (if applicable), cable connections, UPS setup/configuration (if applicable) and verifying remote connectivity. IBM or Sun servers must have been previously staged at SirsiDynix in order to qualify for remote hardware installation. Price is per server.

Operating System Support

Operating System Support (per server)

SirsiDynix will provide technical assistance with standard OS tasks relating to running of the SirsiDynix system and will adjust OS parameters to ensure that the SirsiDynix Software and servers function together.

Other Services

Installation:

Product Delivery

Test System Additional Production to Test Server Copy

Includes an additional production to test server copy over performed by SirsiDynix. Must have

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Component Descriptions

purchased a Test System Software Installation. Price is per copy over.

Consulting:

API Annual Recurring Services Package

SirsiDynix Symphony Application Programming Interface (API) Subscription Package includes site-wide access to our online API classes for the subscription year and/or one seat in full API workshop or API refresher, four hours of API Consulting to assist staff with projects and planning and access to our online documentation.

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Contact Information

Quote Information

Client name	The City of Stockton
Quote reference number	55860
Quote date	October 16, 2012
Quote valid until	January 31, 2013
License agreement number	

Client Information

Contact

Name	Chris Freeman
Address	605 North El Dorado Street Stockton California 95202 United States
Email	chris.freeman@stocktongov.com
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Fax	---

Billing

Name	Chris Freeman
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Fax	---

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Fax	---

SirsiDynix Information

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Phone	(800)288-8020
Fax	

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Terms and Conditions

Other Terms

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

"Go Live Date" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is available for operational use for normal daily business, including searching the public access catalog and circulating materials.

If Customer purchases Hardware, Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to Hardware being purchased by Customer.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Fees and Payment Terms

The term of any quoted subscriptions is for no less than four (4) years from the date of initial use of the subscription. Subscriptions shall be paid in advance. Reassessment amount will be due within thirty (30) days of the date of early termination. All subscriptions auto-renew annually after the initial four (4) year term unless sixty (60) days prior to termination notice is received in writing to legal@sirsidynix.com or to Legal Dept. SirsiDynix Technology Center 3300 North Ashton Boulevard, Suite 500, Lehi, UT 84043.

The Initial Term of maintenance and support is no less than four (4) years, and shall commence on July 1, 2012; to be paid in 12-month installments in advance and shall automatically renew for the length of the renewal Term. Subsequent years' Support, Subscription and SaaS Services fees are to be paid annually in advance.

Following the first year of System operation, Support, Subscription, and SaaS subscription fees will be subject to annual increases.

Any discounts that may be listed on this quote will be applied to the final invoice.

Hardware fees

- 100% due upon delivery of client SirsiDynix Hardware to Customer

SirsiDynix Software license fees

- 100% SirsiDynix Enterprise license and subscription fees is due upon contract signing and will be invoiced immediately. The annual subscription initial use and anniversary date is the effective date of the contract date.

Services/Training

- 50% due upon completion of first data test load, where a test load is part of the services
- 100% of the remainder due upon completion of services/training

**Fees and Payment Terms which do not reflect the services and/or products purchased by the Customer are non-applicable.

Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

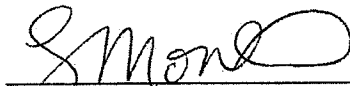
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Terms and Conditions**Signatures**

The City of Stockton

By:



(Authorized Signature)

Printed Name:

for Bob Deis

Title:

City Manager

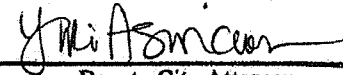
Date:

2-1-13**ATTEST:****BONNIE L. PAIGE****CLERK OF THE CITY OF STOCKTON**

By

**APPROVED AS TO FORM AND CONTENT**

By

**Deputy City Attorney**

Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the products and/or services mentioned in this quote. The above document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

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RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE
ANNUAL SHARED AUTOMATION FEE STRUCTURE FOR THE
AGREEMENT BETWEEN THE CITY OF STOCKTON AND SIRSI,
CORP., INTEGRATED LIBRARY SYSTEM, AND APPROVING COST
SHARING FEE FOR 2012/2013 BUDGET YEAR (\$28,250.31)

=====

WHEREAS, in 2003, as authorized by the City Council, the Lodi Public Library entered into a contract with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corp; and

WHEREAS, City of Stockton Information Technology department staff provides computer technology services and Stockton Library staff members consult on implementation of the system and software as needed; and

WHEREAS, Lodi's system maintenance costs charged by Sirsi Corporation are directly passed through from Stockton; Lodi shares a percentage of connectivity charges based on the percentage of peripheral equipment connected to the system; charges for the City of Stockton staffing expertise and consultation are charged annually for estimated services rendered; and

WHEREAS, staff recommends paying the City of Lodi's annual share of \$28,250.31 for the Sirsi Corp., Integrated Library System for fiscal year 2012/2013.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the Annual Shared Automation Fee Structure for the Agreement between the City of Stockton and Sirsi, Corp., Integrated Library System, and Approving Cost Sharing Fee for 2012/2013 Budget Year (\$28,250.31).

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Second Amended and Restated Ground Lease with Northern California Power Agency (NCPA) for Lodi Energy Center and Terminating the Agreement to Supply Recycled Water

MEETING DATE: March 6, 2013

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Approve Second Amended and Restated Ground Lease with Northern California Power Agency (NCPA) for Lodi Energy Center and Terminating the Agreement to Supply Recycled Water

BACKGROUND INFORMATION: Attached is a draft Seconded Amended Ground Lease for the Lodi Energy Center's location at White Slough. The revised lease rolls the Water Supply agreement into the Lease. As re-constituted, NCPA will be paying 1,000,000 per year in rent and the water will be supplied at no cost, sharing the same structure as the agricultural leases at White Slough. The City has also agreed to grant, NCPA a five year exclusive right to locate a new plant on the site, and agreed to a rent reduction in the event of water supply interruptions. The remainder of the business terms are unchanged.

FISCAL IMPACT: Loss of unknown potential revenue for water use over the base allocation.

FUNDING AVAILABLE: None Required.

Stephen Schwabauer
City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

SECOND AMENDED AND RESTATED

GROUND LEASE

by and between

CITY OF LODI
(Landlord)

and

NORTHERN CALIFORNIA POWER AGENCY
(Tenant)

Dated _____, 2013

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Exhibit A	Existing Recycled Water Facilities
Exhibit B	Lodi Treatment Plant Site
Exhibit C	Optioned Premises
Exhibit D	Legal Map and Description of Premises
Exhibit E	Roadway and Incidental Purpose Easement
Exhibit F	Easement Agreement
Exhibit G	Utilities
Exhibit H	Will Serve Letter, dated October 17, 2008

SECOND AMENDED AND RESTATED GROUND LEASE

THIS SECOND AMENDED AND RESTATED GROUND LEASE (this "**Lease**" or this "**Agreement**"), dated this _____ day of _____, 2013, is entered into by and between the CITY OF LODI, a California municipality ("**Landlord**" or "**Lodi**"), and NORTHERN CALIFORNIA POWER AGENCY, a California joint powers agency ("**Tenant**"). Landlord and Tenant, and their successors and assigns, are singularly referred to as a "**Party**" and jointly referred to as the "**Parties**."

RECITALS

A. WHEREAS, the Parties entered into that certain Ground Lease dated February 17, 1993 ("**Original Lease**"); entered that certain Amended and Restated Ground Lease dated March 22, 2010 ("**First Amended Lease**"); and entered into an Agreement to Supply Recycled Water dated March 22, 2010 ("**Recycled Water Agreement**") and

B. WHEREAS, the Parties desire to amend and restate the First Amended Lease in its entirety as set forth below and rescind the Recycled Water Agreement effective January 1, 2013.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the First Amended Lease is amended and restated in its entirety and the Recycled Water Agreement is rescinded as follows:

1. Definitions. When used in this Agreement, the terms described below will have the meanings as set forth in this Section 1.

1.1 "**Base Rent**" is the rent for the CT2 site under the Lease and is defined further in Section 8.1.1.

1.2 "**Commencement Date**" means January 1, 1993, the date that the Original Lease commenced.

1.3 "**CT2 Project**" refers to the NCPA Combustion Turbine 2 Project, also known as the "STIG" plant, which is a LM5000 simple cycle electrical generating facility rated at a nominal generating capacity of 49.9 megawatts. The CT2 is located in Lodi, California on property near the City of Lodi White Slough Water Pollution Control Facility ("**WSWPCF**").

1.4 "**Easement Area**" refers to the easement on the east side of the Leased Premises for the construction and maintenance of a road and is more fully defined in Section 4.

1.5 "**Effective Date**" of this Second Amended and Restated Ground Lease is January 1, 2013.

1.6 "**Existing Recycled Water Facilities**" means those Lodi Recycled Water production and delivery facilities on the Lodi WSWPCF or within Lodi easements outside the

WSWPCF site as of March 22, 2010, including without limitation, the filter plant, the filter plant pumps and appurtenances, conveyance facilities to and from the clearwell, the clearwell, the meter, the clearwell pumping station including effluent and backwash pumps, the 8-inch industrial Recycled Water pipeline from the clearwell to the terminating point at the CT2 Project, and those Lodi Recycled Water production, delivery and distribution facilities as of March 22, 2010 including, without limitation, recycled water storage tanks; generally shown on Exhibit A.

1.7 The "**Initial LEC Rent**" means the advanced annual rent to be paid for the portion of the Leased Premises to be used for the LEC and is more fully defined in Section 8.2.1.

1.8 "**Landlord**" refers to the City of Lodi, a California general law city.

1.9 "**Leased Premises**" or "**Premises**" refers to the real property in the City of Lodi that is the subject of this Lease, as more fully described in Section 3.

1.10 The "**Lodi Energy Center**" ("**LEC**") is a natural gas-fired, combined-cycle electrical generating facility owned by NCPA and rated at a nominal generating capacity of 255 megawatts (MW). The LEC sits on a portion of the Leased Premises consisting of approximately 4.4 acres located adjacent to the Lodi WSWPCF to the east, treatment and holding ponds associated with the WSWPCF to the north, the existing STIG to the west, and the San Joaquin County Mosquito and Vector Control facility to the south.

1.11 The "**Lodi Treatment Plant Site**" means the area within the current WSWPCF treatment plant property boundaries as shown on Exhibit B.

1.12 The "**LEC Rent**" means the rent to be paid for the portion of the Leased Premises to be used for the LEC and is more fully defined in Section 8.2.1.

1.13 "**NPDES Permit**" means the National Pollution Discharge Elimination System permit issued by the Regional Water Quality Control Board-Central Valley Region ("RWQCB") to each Party respectively as the context requires.

1.14 The "**Original Lease**" refers to that certain Ground Lease dated February 17, 1993.

1.15 "**Offer**" refers to a bona fide offer from a third party to purchase all or a portion of the Leased Premises or the Optioned Premises.

1.16 "**Optioned Premises**" means the land near the Leased Premises more particularly described on the map and described in more detail in the legal description attached to the map in Exhibit C.

1.17 **"Party"** singularly refers to either the Landlord or the Tenant and "Parties" refers to the Landlord and Tenant collectively.

1.18 **"Project"** refers to the construction, operation and maintenance of power generation plants and incidental ancillary uses including without limitation, the transmission of energy.

1.19 **"Recycled Water" or "Reclaimed Water"** means the water that results from the treatment of wastewater, meets all applicable requirements established from time to time by pertinent federal and state agencies having jurisdiction and regulating the use of Recycled Water (including the RWQCB) and that is suitable for appropriate and approved non-potable uses, including without limitation the requirements of California Code of Regulations, Title 22, Division 4, Chapter 3 specifically for use in a cooling tower. For purposes of this Agreement, Recycled Water and Reclaimed Water are synonymous.

1.20 **"Recycled Water Facilities"** includes both Existing Recycled Water Facilities and facilities proposed to be constructed by Lodi or NCPA for the purpose of producing, delivering, storing and distributing Recycled Water.

1.21 **"Rental Obligations"** refers to the Landlord's obligations to provide access to the transmission lines, Recycled Water and allow interconnection with the natural gas pipeline. 1.21 **"Tenant"** refers to the Northern California Power Agency, a California joint powers agency.

1.22 **"Term"** refers to the term of the Lease as defined in Section 7.

1.23 **"Utilities"** refers to various utility lines, pipelines and a test well located on or below the Leased Premises.

1.24 **"WSWPCP"** refers to the White Slough Water Pollution Control Facility owned by Lodi and located in Lodi, California.

2. Recycled Water Agreement Rescinded. The Parties agree, acknowledge and represent that NCPA is taking the Recycled Water from the WSWPCP as an accommodation to the City of Lodi and as a part of the consideration from NCPA to the City of Lodi. The Parties recognize that the primary value of the Premises is its unique location away from residential facilities, along a natural gas supply line, adjacent to a Recycled Water source and along a major transmission line. Accordingly, the Parties hereby rescind the Recycled Water Agreement effective January 1, 2013. The Recycled Water Agreement is replaced by the provisions of section 10 of this Agreement.

3. Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property in the City of Lodi, County of San Joaquin, California, described on the map in Exhibit

D attached hereto and incorporated into this Agreement by reference (the "**Leased Premises**" or the "**Premises**") for the term (described below) and upon the terms and conditions set forth in this Agreement.

4. Easements. In addition to the Premises, Tenant employs additional land adjacent to the east side of the Leased Premises for a road to access the Premises. A map identifying the additional area (the "**Easement Area**") is contained in Exhibit E attached to this Agreement and incorporated herein by this reference. Landlord likewise needs access to the Easement Area to maintain the adjacent berm. Tenant and Landlord entered into and recorded the Easement Agreement contained in Exhibit F attached to this Agreement and made a part hereof pursuant to which Tenant has been provided with an access and roadway easement across the Easement Area throughout the Term of this Lease as such may be extended. Tenant's rights to use the Easement Area are exclusive aside from access rights reserved to Landlord as set forth in the Easement Agreement, which is affirmed hereby .

5. Use. Tenant may use the Leased Premises for the Project and for any other lawful purpose.

6. Landlord's Retained Rights. Landlord maintains various Utilities located on or below the Leased Premises. The Utilities are described more fully in Exhibit G attached hereto and incorporated herein by this reference. Landlord hereby retains the right to access the Leased Premises, upon seventy two (72) hours written notice to Tenant (except in the event of emergency), to repair, maintain or remove the Utilities. Landlord agrees not to interfere with Tenant's activities on the Premises and will expeditiously repair or replace any damage that Landlord causes on the Premises at Landlord's sole expense. With a minimum of seventy two (72) hours notice to Landlord, Tenant, at its sole expense, may relocate any or all of Landlord's Utilities. The schedule for such relocation shall be at a time mutually agreed upon by the Parties. Tenant agrees to construct the facilities to standards reasonably acceptable to Landlord.

7. Term; Extension. The Original Lease commenced on the Commencement Date. This Lease shall terminate (unless extended pursuant to this Section 7 or earlier terminated in accordance with the provisions of this Lease) on the Fiftieth (50th) anniversary of the Effective Date ("**Term**"). Under this Agreement and subject to Landlord's retained rights as described in Sections 4 and 6, Tenant's rights to exclusive possession of the Leased Premises shall commence on the Effective Date. Tenant shall have the right to extend the Term of this Lease on all the terms and conditions set forth herein for an additional period of fifty (50) years, to be exercised by written notice to Landlord during the last year of the initial Term of this Lease.

8. Rent.

8.1 Rent for CT2 Site.

8.1.1 Annual Rent. On or before July 1 of each year during the Term of this Lease, Tenant agrees to pay to Landlord in advance annual rent ("**Base Rent**") in the amount of Twenty Thousand Three Hundred Ten Dollars (\$20,310) for the following Lease Year (i.e., each twelve (12) month period during the Term of this Lease, commencing on July 1 and ending on June 30).

8.2 Rent for LEC.

8.2.1 2012 Annual Rent. As of the Effective Date of this Agreement, Tenant has already prepaid rent as required in the First Amended Lease in the amount of Forty Thousand Dollars (\$40,000) (the "**Initial LEC Rent**") for the period from July 1, 2012 through June 30, 2013; therefore, any prepaid rent for January 1, 2013 through June 30, 2013 shall be credited toward the rental payments called for in Section 8.2.2 of this Agreement.

8.2.2 Annual Rent 2013 and Forward. Beginning on the Effective Date, the terms of this Section 8.2.2 shall determine annual rent. Tenant agrees to pay to Landlord annual rent in the amount of One Million Dollars (\$1,000,000.00) (the "**LEC Rent**"). Because the initial 2013 Lease Year for which LEC Rent is due and payable pursuant to this Section 8.2.2 will only contain six fiscal year months (based on a July 1 through June 30 fiscal year), rent shall be \$500,000 less the amount of prepaid rent under Section 8.2.1 above, if any. Commencing on the Effective Date, the LEC Rent will be paid on a monthly basis in twelve equal payments of Eighty Three Thousand, Three Hundred and Thirty Three Dollars (\$83,333.00) due and payable on or before the first of each month.

8.2.3 Annual Rental Adjustments. For the first ten (10) years following the Effective Date, the LEC Rent will increase by two and one half percent (2.5%) annually starting in 2014. The rental increase will go into effect on July 1st of each year.

8.2.4 Rental Reduction During LEC Decommissioning. It is anticipated that the LEC will be decommissioned at the end of its useful life. During the decommissioning period, when the LEC is no longer providing electricity in the commercial market, Tenant shall cease paying the full LEC Rent and for the decommissioning period. Instead, Tenant will pay annual rent based on the following calculation: The Initial LEC Rent multiplied by two and one half percent for up to ten years multiplied by the number of years the LEC has operated since July 1, 2014 ($\$40,000 \times 2.5\% \times (X-2014)$) = annual rent during LEC decommissioning). In no event will the rent calculated during decommissioning be greater than the rent under Section

8.2.3, above. Tenant will give Landlord one hundred and eighty days (180) notice of its intent to decommission the Project.

8.3 Rental Adjustments. Other than as specified in this Section 8, there shall be no adjustment to the Base Rent or the LEC Rent payable pursuant to this Agreement.

8.3.1 Rent Offsets Permitted. LEC Rent shall be adjusted if Landlord cannot provide the real estate or related rights and services, including without limitation, Recycled Water in the amount of 4.38 acre feet per day ("**Rental Obligations**"), on a regular basis. In the event Landlord cannot provide its Rental Obligations, an offset may be made against the following month's rental payment based on the number of days that the Landlord could not meet its Rental Obligations under this Agreement for the LEC. Tenant may deduct Two Thousand Six Hundred and Eighty Eight Dollars and Seventeen Cents (\$2,688.17) per day multiplied by the rental adjustment of 2.5% per year as made under Section 8.2.3, that Landlord cannot meet the Rental Obligations. Such deduction will be taken off of the following month's LEC Rent.

8.3.2 On the ten (10) year anniversary of the Effective Date of this Agreement, and on every ten (10) year anniversary thereafter, either Tenant or Landlord may initiate a review of the then existing Base Rent and/or LEC Rent based on the market conditions at the time of the requested review. Such review must be conducted by a mutually acceptable neutral third party, who will be charged with reviewing all the Rental Obligations under this Agreement to arrive at a fair value for the Leased Premises. The Parties will share equally in the cost of any mutually approved neutral third party's services. Any supported adjustment to the then existing Base Rent or LEC Rent may not vary by more than twenty-five percent (25%) up or down ($\pm 25\%$) from the then existing rent.

8.4 Payments. All rent to be paid by Tenant to Landlord under this Agreement must be in lawful money of the United States of America and must be paid without deduction or offset-- unless otherwise permitted in this Lease, prior notice or demand, and at such place or places as may be designated from time to time by Landlord.

9. Utility Payments. During the Term of this Lease, except for utility payments related to Landlord's Utilities, Tenant agrees to pay all charges and expenses in connection with utility services and to protect Landlord and the Leased Premises from all such charges and expenses.

10. Recycled Water.

10.1 Past Costs.

10.1.1 Lodi will not seek any compensation for its past costs associated with providing Recycled Water to the CT2 plant, or to other Existing Recycled Water Facilities constructed, or studies undertaken and completed, prior to the Effective Date of the Recycled Water Agreement.

10.1.2 Similarly, NCPA will not seek compensation from Lodi for the costs associated with the existing NCPA Recycled Water Facilities constructed, or studies undertaken and completed, prior to the Effective Date of the Recycled Water Agreement.

10.2 Development of Future Projects by Lodi. Future Recycled Water projects may be developed by Lodi. However, Lodi's development of future projects may not affect NCPA's right to Recycled Water under this Agreement and may not diminish the quality, quantity, price, availability and delivery of Recycled Water. Lodi will inform NCPA of planning activities regarding future Recycled Water projects. Joint planning efforts may be undertaken by the Parties through mutual agreement.

10.3 Agreement to use Recycled Water. NCPA hereby agrees to use Recycled Water for the LEC and CT2 Projects. NCPA agrees to use the Recycled Water for the purposes of generating electricity. NCPA may also use its allocation to irrigate landscaping that is associated with its generating facilities. NCPA agrees to take the City's wastewater and consume the wastewater in the LEC or for irrigation purposes. However, NCPA does not guarantee wastewater consumption at any level because of various market and operational factors. Lodi will supply Recycled Water in the volume identified in this Section 10 and to the standards contained in California Code of Regulations, Title 22, for the specific use in power plants' cooling towers.

10.4 Responsibility at Delivery Point. The delivery point of the Recycled Water will be the WSWPCF Clearwell Pumping Station. Lodi will be responsible for all facilities for the treatment, transportation, conveyance and storage of the Recycled Water up to the delivery point. NCPA will be responsible for the facilities for the treatment, transportation, storage, and use of Recycled Water from the point of delivery.

10.5 Quantity of Recycled Water for the LEC. Lodi agrees to provide a minimum of 4.384 acre feet per day, totaling 1600 acre feet per year ("afy") of Recycled Water to the LEC in accordance with California Code of Regulations, Title 22, Division 4, Chapter 3. If

requested and if available, Lodi will provide additional Recycled Water up to 2000 afy, meeting California Code of Regulations, Title 22, requirements.

10.6 Quantity of Recycled Water for the STIG. Lodi agrees to provide a minimum of 1.687 acre feet per day of Recycled Water to the STIG in accordance with California Code of Regulations, Title 22, Division 4, Chapter 3.

10.7 Obligation to Supply Water. Lodi will deliver Recycled Water twenty-four (24) hours per day. Lodi will supply the Recycled Water year round and will not ration Recycled Water to NCPA in the event of a drought. The amount of Recycled Water received by NCPA will be confirmed by monthly meter readings performed by NCPA. If Lodi fails to supply the minimum amount in a calendar year then NCPA may take reasonable steps to procure water from other vendors or suppliers without affecting its rights under this Agreement.

10.8 Interruption of Delivery.

10.8.1 The Parties acknowledge that it is impossible to anticipate all the events that may occur which would prevent Lodi from delivering Recycled Water to NCPA pursuant to the Agreement. In the event Lodi cannot provide a minimum 4.384 acre feet of the Recycled Water per day for the LEC, in addition to any other rights and remedies Tenant may have under this Agreement, Tenant may also offset Rent on a daily basis as provided in Section 8.3, above..

10.8.2 It is the intention of the Parties that Lodi may be relieved of the responsibility for providing Recycled Water when it is not reasonably within its means to do so, despite its best efforts to do so. In such case, the rental offset provisions in Section 8.3, above, will apply. Such events that may relieve Lodi of providing Recycled Water shall include but are not limited to:

10.8.2.1 A Force Majeure pursuant to Section 25.14,

10.8.2.2 Orders by regulatory bodies or a court of competent jurisdiction (changes in water use requirements), or

10.8.2.3 Equipment failure and unanticipated treatment upsets, notwithstanding Lodi's best efforts to maintain the equipment including, without limitation, the WSWPCP.

10.9 Water Quality Representation. Notwithstanding the prior statements above regarding water quality, this Agreement does not guarantee water quality at any given time. A violation of Lodi's NPDES permit that affects its ability to deliver Title 22 water quality for use at the NCPA Power Plants is not to be construed as a breach of this Agreement. Lodi

shall notify the on duty NCPA operator as soon as practical after it experiences such an occurrence.

10.10 Responsibility for Compliance with Law. Lodi represents and warrants that it has complied with all laws related to its ability to provide Recycled Water and has enacted any and all appropriate resolutions or ordinances required to provide Recycled Water to NCPA. Each Party will be responsible for its own acts and omissions and for compliance with all applicable laws with respect to its respective undertakings under this Agreement, including without limitation all waste discharge requirements and warnings required by the RWQCB or otherwise in connections with Recycled Water. Should one Party learn or have reason to believe that a violation of such laws, statutes, ordinances, orders and/or regulations by itself or the other Party has occurred or is threatened, that Party must promptly so inform the other Party.

11. Repairs and Maintenance.

11.1 At all times during the term of this Lease, Tenant shall, at its cost and expense, maintain the Leased Premises and all improvements thereon in good order and repair and safe condition, including but not limited to, fences and roadways predominantly used by Tenant. Landlord must maintain the roadway easement up to the Leased Premises. Tenant will keep Landlord apprised of the volume and nature of truck traffic upon the Leased Premises.

11.2 Except as provided in this Agreement, Landlord shall not be obligated to make any changes, alterations, additions or repairs in, on or about the Leased Premises or any part hereof or any improvements installed thereon. Tenant waives all provisions of law that may impose a duty of repair on Landlord.

11.3 Tenant shall indemnify and save harmless Landlord against all actions, claims and damages by reason of (1) Tenant's failure to perform Tenant's obligations set forth in this Section 11, or (2) Tenant's nonobservance or nonperformance of any law, ordinance or regulation applicable to the Leased Premises, and any liability or duty to repair imposed by the laws of the State of California.

11.4 Tenant agrees to construct a perimeter fence around the Leased Premises.

11.5 Notwithstanding Tenant's obligations to maintain and repair the Property in this Section 11, Tenant will have no obligation to maintain or repair any of Landlord's Utilities identified in Exhibit G.

12. Mechanic's Liens.

12.1 Covenant Against Liens and Claims. Tenant shall not allow or permit to be enforced against the Leased Premises or any part thereof, any mechanic's, material men's, contractor's or subcontractor's liens arising from any claim growing out of work of any construction, repair, restoration, operation, replacement or improvement, or any other claim or demand no matter how the same may arise. Tenant shall pay or cause to be paid all of said liens, claims or demands, arising as a result of Tenant's activities before any lawsuit is brought to enforce them against the Leased Premises. Tenant agrees to indemnify and hold the Landlord and the Leased Premises free and harmless from all liability for any and all such liens, claims and demands arising as a result of Tenant's activities, together with reasonable attorneys' fees and all costs and expenses incurred by Landlord in connection therewith except to the extent any such liens, claims, demands, fees, costs and expenses arise as a result of Landlord's actions or failure to act.

12.2 Tenant's Right to Contest Liens. Notwithstanding anything to the contrary set forth above, if Tenant shall in good faith contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the Leased Premises.

12.3 Landlord Paying Claims. In the event Tenant fails to pay and discharge or cause to be paid and discharged, when due and payable, any tax, assessment or other charge upon or in connection with the Leased Premises that is the responsibility of Tenant pursuant to this Lease, or any lien or claim for labor or material employed or used or any claim for damages arising out of Tenant's construction, repair, restoration, replacement, maintenance and use of the Leased Premises and any improvements thereon, or any judgment on any contested lien or claim that results from Tenant's activities on the Leased Premises, or any insurance premium or expense in connection with the Leased Premises and improvements that Tenant is obligated to provide pursuant to this Lease, or any other claim, charge or demand which Tenant has agreed to pay or cause to be paid under the Terms of this Lease, and if Tenant, after ten (10) business days' written notice from Landlord to do so fails to pay and discharge the same, or in the event Tenant contests such tax, assessment, claim or charge then Landlord may, at its option, pay any such tax, assessment, insurance expense, lien, claim, charge or demand, or settle or discharge any action therefore, or judgment thereon, and all costs, expenses and other sums incurred or paid by Landlord in connection with any of the foregoing shall be paid by Tenant to Landlord upon demand, together with interest thereon at Bank of America's prime rate from the

date incurred or paid. Any default in such repayment by Tenant will constitute a breach of the covenants and conditions of this Lease.

13. Insurance and Indemnity.

13.1 Landlord's Nonliability. Except for (a) Landlord's Utilities; (b) Landlord's activities to maintain, install, remove or access its Utilities; or (c) any other negligent or willful act or omission by Landlord, its employees, agents, invitees or volunteers that results in injury or damage to persons or property, Landlord will not be liable for any loss, damage or injury of any kind to any person or property arising from Tenant's use of the Leased Premises, or any part thereof, or caused by any defect in any building, structure or other improvements thereon or in any equipment or other facility therein installed by Tenant, or caused by or arising from any act or omission of Tenant or any of its agents, employees, licensees or invitees, or by or from any accident on the Leased Premises or any fire or other casualty thereon, or occasioned by the failure of Tenant to maintain the Leased Premises and all improvements thereto in a safe condition, or arising from any other cause.

13.2 Indemnification of Landlord. Notwithstanding anything to the contrary contained in this Lease, and irrespective of any insurance carried by Tenant for the benefit of Landlord under the terms of this Lease, Tenant agrees to protect, indemnify and hold the Landlord and the Leased Premises harmless from any and all damages and liabilities at any time occasioned by or arising out of (1) any act, activity or omission of Tenant, or of anyone holding under Tenant, or (2) the occupancy or use of the Leased Premises or any part thereof, by or under Tenant, or (3) any state or condition of the Leased Premises or any part thereof arising after the Commencement Date of the Original Lease and caused by Tenant.

13.3 Indemnification of Tenant. Landlord agrees to indemnify, protect, hold harmless and defend Tenant, with counsel reasonably approved by Tenant, from and against any and all claims, causes of action, liabilities, damages and expenses arising out of or in any way related to actions by Landlord in entering into this Agreement, performing its obligations or assuming the benefits of this Agreement including without limitation, challenges to the validity of this Agreement. Tenant agrees to give Landlord timely notification of any claims or notices that would trigger the indemnification in this Section 13.3. Likewise, Landlord agrees to give Tenant timely notification of any claims or notices respecting this Agreement.

13.4 Liability Insurance. Tenant must procure and maintain at all times during the Term of this Lease, at its sole cost and expense, a policy or policies of commercial general liability insurance by the terms of which NCPA is a named insured and the City of Lodi is an additional insured and are indemnified against liability for damage or injury to property or

person, including death, of any person entering upon or using the Leased Premises or any improvements thereon or any part thereof, with a combined single limit for bodily injury and property damage in an amount of not less than Five Million Dollars (\$5,000,000). Such liability insurance policy or policies shall be stated to be primary and noncontributing with any insurance or self insurance which may be carried by Landlord and shall contain a provision (provided such provisions are available without increased premium) that the Landlord, although named as an additional insured shall nevertheless be entitled to recover under that policy for any loss, injury or damage to the Landlord, its agents and employees or the property of such persons by reason of the negligence of Tenant. Tenant may at its option self-insure upon the foregoing terms.

13.5 Certificate of Insurance. All policies of insurance procured and maintained by Tenant hereunder shall be issued by companies having not less than Best's A: Class X rating and shall be issued in the name of the Landlord and Tenant for the mutual and joint benefit and protection of the Parties. Executed copies of all insurance policies or a certificate thereof shall contain a provision that not less than thirty (30) days' written notice shall be given to Landlord prior to the cancellation, reduction of coverage, expiration or any material change in any such policy.

13.6 Failure to Provide Insurance. If Tenant fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right at Landlord's election, upon ten (10) days' advance written notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as added rent due from Tenant with interest at the Bank of America prime rate, to be paid within thirty (30) days of demand. Landlord shall give prompt notice of the payments of such premiums, stating the amounts paid and the names of the insurer or insurers; and Landlord shall provide copies of insurance policies to Tenant.

13.7 Waiver of Subrogation. Each Party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either Party in connection with any damage covered by any policy, provided obtaining such a waiver in each such policy is then available at a reasonable charge. This provision is intended to restrict each Party (as permitted by law) to recovery against insurance carriers to the extent of such coverage, and waive fully, for the benefit of each Party, any rights or claims that might give rise to a right of subrogation by any insurance carrier.

14. Landlord's Covenants.

14.1 Water Supply to CT2 Project. Landlord shall make available to Tenant Reclaimed Water for the CT2 project upon the terms and conditions contained in Section 10 of this Agreement.

14.2 Water Supply to the LEC Project. Landlord agrees to make available to Tenant Reclaimed Water for the LEC project upon the terms and conditions contained in Section 10 of this Agreement.

14.3 Discharge of Water. Landlord shall upon payment by Tenant of applicable connection fees, accept Tenant's domestic wastewater from the Project into the White Slough Water Pollution Control Facility or other suitable treatment plant at no cost to Tenant.

14.4 Stormwater. Subject to the terms of Lodi's NPDES permit or other applicable stormwater discharge permit, Lodi agrees to accept storm water runoff from the Leased Premises under the "Will Serve Letter" dated October 17, 2008, attached hereto as Exhibit H.

15. Repair and Restoration. If during the term of this Lease any building or improvement on the Leased Premises or any part thereof is damaged or destroyed by fire or other casualty, Tenant may, at its sole cost and expense, repair or restore the same or may elect not to repair or restore. If Tenant elects not to repair or restore, Tenant may in its sole discretion choose to terminate this Lease, in whole or in part, effective as of the date of such damage or destruction. Any monies received by Landlord as compensation for damage or loss to improvements installed by Tenant on the Premises shall be paid to Tenant and are hereby assigned to Tenant.

16. Assignment and Subletting. Tenant may not encumber, assign, sublease or otherwise transfer this Lease, or any right or interest hereunder, or in or to any of the improvements constructed or installed on the Leased Premises, in whole or in part, without the prior written consent of Landlord which consent will not be unreasonably withheld, conditioned or delayed.

17. Default. The occurrence of any one or more of the following events shall constitute a default under this Lease by Tenant:

17.1 Failure to pay an installment of rent or other sum;

17.2 Failure to pay any insurance premium, lien, claim, demand, judgment or other charge provided for in this Lease to be paid or caused to be paid by Tenant at the time and in the manner as provided in this Lease;

17.3 Failure to maintain the Leased Premises or cause the same to be maintained as provided for in this Lease;

17.4 Abandonment of the Leased Premises after completion of construction for a continuous period of one hundred twenty (120) days; or

17.5 Failure to perform or breach of any other covenant, condition or restriction provided for in this Lease.

18. Remedies in Event of Default. Upon any default of Tenant, and in the event the default is due to the failure of Tenant to make the payment of any installment of rent or other sum when due, and in the event Tenant fails to remedy such default within ten (10) business days after written notice to do so, or upon any other default by Tenant, and in the event that Tenant fails to remedy such other default within thirty (30) days after written notice from Landlord so to do specifying the nature of such default, or if such default cannot be cured within thirty (30) days and Tenant has not commenced corrective action and prosecuted the same to completion with due diligence, or in the event that the default is of such a nature that it cannot be cured by any action of Tenant, then and in any of these events, in addition to any other remedy Landlord may have by operation of law, Landlord shall have the right but not the obligation without any further demand or notice, to reenter the Leased Premises and eject all persons from the Leased Premises, using due process of law, and immediately terminate Tenant's right to possession of the Premises, and repossess the same by summary proceedings or other appropriate action, and Landlord will thereupon be entitled to receive from Tenant all damages allowed by law.

19. Estoppel Certificates. Landlord and Tenant shall, respectively, at any time and from time to time upon not less than ten (10) business days prior written request by the other, deliver to the requesting Party an executed and acknowledged statement in writing certifying:

19.1 That this Lease is unmodified and in full force and effect or if there has been any modification(s) thereof that the same is in full force and effect as modified, and stating the nature of the modification or modifications;

19.2 That to its knowledge the requesting Party is not in default under this Lease or if any such default exists, the specific nature and extent thereof;

19.3 The date to which rent and other charges have been paid in advance, if any; and

19.4 Such other information pertaining to this Lease as may reasonably be requested.

Each certificate delivered pursuant to this Section 19 may be relied on by any prospective purchaser or transferee of the Leased Premises or of Landlord's or Tenant's interest hereunder or by any fee mortgagee of the Leased Premises or of Landlord's or Tenant's interest hereunder or by any assignee of any such mortgagee.

20. Ownership of Improvements. Title to any buildings, improvements or fixtures which may be placed on the Premises by Tenant shall remain in Tenant. Landlord agrees to subordinate all rights, if any, which Landlord may have in any of such improvements to the rights of Tenant. Tenant may remove the improvements at any time during the term of this Lease. Any improvements remaining on the Premises after expiration or sooner termination of the Lease shall become the property of Landlord.

21. Payments and Notices. Any notice to be given or other document to be delivered by either Party to the other Party may be given by personal delivery or may be deposited in the United States mail in the State of California, duly registered or certified, with postage prepaid, and addressed to the Party for whom it is intended as follows, or it may be sent via facsimile with a hard copy deposited in the United States mail addressed to the Party to whom it is intended with sufficient postage pre-paid and will be duly given upon receipt of successful transmission to the following facsimile numbers:

To Landlord:

City of Lodi
Attn: City Manager
221 West Pine Street
Lodi, CA 95240
Facsimile: 209-333-6807

To Tenant:

Northern California Power Agency
Attn: Assistant General Manager
Generation Services
651 Commerce Drive
Roseville, CA 95678
Facsimile: 916-783-7693

Either Party may from time to time by written notice to the other Party designate a different address which shall be substituted for the one specified above. If any notice or other document is sent by registered or certified mail, as provided above, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof.

22. Right of First Refusal.

22.1 Right of First Refusal to Purchase Leased Premises. Landlord shall not at any time during the Term of this Lease, as such may be extended, sell or convey or agree to sell or convey all or any portion of the Leased Premises without first having complied with the requirements of this Section 22. If Landlord desires to sell or convey all or any portion or portions of the Leased Premises, Landlord must obtain from a third party a bona fide arms' length offer (the "Offer") and Landlord must submit a written copy of the Offer to Tenant and must give Tenant forty-five (45) days within which to elect to meet the Offer. If Tenant elects to meet the Offer, Tenant will give Landlord written notice thereof and closing must be held within forty-five (45) days thereafter, whereupon Landlord will convey to Tenant all or any portion of the Leased Premises which are the subject of the Offer. At closing, Landlord shall deliver to Tenant a grant deed, sufficient to convey to Tenant fee simple title to the subject portion of the Leased Premises free and clear of all liens, restrictions and encumbrances. Landlord shall pay all transfer taxes in connection with such conveyance attributable solely to the land and not to the Improvements. Landlord and Tenant recognize the benefit to Landlord of Tenant's willingness to take the Recycled Water and the benefit to Tenant of locating the STIG and the LEC in an industrial area adjacent to transmission lines, a Recycled Water source and a natural gas pipeline for interconnection purposes. In the event that Tenant exercises its option under this Section 22, Lodi agrees to continue to provide Recycled Water in the quantity provided in this Agreement and Tenant agrees to compensate Landlord for its costs to provide the water. In the event, Landlord and Tenant cannot mutually agree on compensation for Lodi's costs to provide the water, then the Parties agree to a valuation by a mutually acceptable objective third party. This right of first refusal shall continue as to any and all portions of the Leased Premises throughout the Term of this Lease as such may be extended. In the event Tenant elects not to meet any Offer, Landlord may thereafter sell the portion or portions of the Leased Premises

which are the subject of the Offer and subject to the terms of this Lease provided Landlord sells the Leased Premises only to the party who made the Offer and only strictly in accordance with the terms thereof and subject to Landlord's continued obligation to provide Recycled Water as required by this Agreement.

To prevent Landlord from defeating the rights of Tenant hereunder, Landlord agrees that Landlord will at no time accept an offer to purchase all or any portion of the Leased Premises together with any other property of Landlord in contravention of Tenant's right to purchase the Leased Premises or to use of the Recycled Water.

22.2 Right of First Refusal to Lease Additional Land with Rental Obligations. At any time during the Term of this Lease, Landlord shall not rent, lease, or convey all or a portion of the Optioned Premises, without first having complied with this Section 22.2. If Landlord desires to rent, lease, sell or convey the Optioned Premises, Landlord must obtain from a third party a bona fide arms' length offer ("Bona Fide Offer") after which Landlord must submit a copy of the Bona Fide Offer in writing to Tenant and must give Tenant forty-five (45) days within which to elect to meet the Bona Fide Offer. If Tenant elects to meet the Bona Fide Offer, Tenant will give Landlord written notice thereof and may lease the Optioned Premises under the same terms and conditions contained in the Bona Fide Offer. In the event that Tenant chooses not to exercise its rights under this Section 22.2, Landlord agrees that Tenant, as the Tenant with prior rights shall have the priority to all Rental Obligations including, without limitation, Recycled Water. Further, in the event Tenant elects not to meet any Bona Fide Offer, Landlord may thereafter rent, sell or convey the portion or portions of the Optioned Premises which are the subject of the Bona Fide Offer only to the party who made the Bona Fide Offer and only strictly in accordance with the terms thereof. This right of First Refusal will continue as to any and all portions of the Optioned Premises throughout the term of this Lease as such may be extended to prevent Landlord from defeating the rights of Tenant in this Section 22.2. Landlord agrees that Landlord will at no time accept an offer to rent, lease or purchase all or any portion of the Optioned Premises together with any other property of Landlord in contravention of Tenant's right to lease, rent or purchase the Optioned Premises. Notwithstanding Landlord's rights to solicit a Bona Fide Offer from third parties, Landlord agrees that it will not entertain an offer to rent, lease or purchase the Optioned Premises for use as an electric power generating facility prior to 2018. In the event Tenant does not exercise its Right of First Refusal under this Section 22.2 and the rental terms of the Bona Fide Offer are more

favorable than the rental terms and conditions in this Agreement, Landlord agrees to modify the terms of this Agreement to match those in the Bona Fide Offer.

22.3 Right to Lease Additional Land with Rental Obligations. Notwithstanding the Right of First Refusal in Section 22.2, above, and even without a Bona Fide Offer from a third party, Landlord grants to Tenant an option to lease additional land with all Rental Obligations, including without limitation, necessary access and utility easements and sufficient Recycled Water so that Tenant may construct accessory power related structures or a new power plant on all or any portion of the Optioned Premises. If the Parties cannot agree to a mutually acceptable annual rent, then the Parties Agree to hire a mutually acceptable neutral third party who will value the land and the Rental Obligations and set a base rent for the Optioned Premises. The Parties agree to negotiate in good faith a ground lease agreement for the Optioned Premises with a term of no less than fifty (50) years. The term of the option in this Section 22.3 may be coterminous with the Term of this Lease as such may be extended.

23. Abandonment of Wells.

23.1 Abandonment and Closure of Injection Wells. Upon termination of this Lease, Tenant, at its sole expense, will abandon and close any and all injection wells utilized on the Premises by Tenant. Such abandonment shall be done in compliance with all applicable state and federal laws and regulations and under the direction of the California Department of Oil and Gas.

23.2 Abandonment Of Southeast Corner Test Well. The Landlord at its sole expense will abandon and close the test well located in the southeast corner of the Premises and will abandon the well in a timeframe mutually agreed to by the Parties. Such abandonment shall be done in compliance with all applicable local, state and federal laws and regulations.

24. Dispute resolution.

24.1 Mediation. The Parties agree to first submit any dispute arising out of or in connection with this Lease to a mutually acceptable professional mediator and to negotiate in good faith toward reaching an agreement with respect to the dispute. In such event, neither Party may proceed with arbitration until the completion of mediation, the mediation being an express condition precedent to further remedies. The Parties may, however, agree in writing to proceed directly to arbitration. Each Party will pay an equal share of the costs of retaining the professional mediator but will bear its own costs, including, but not limited to its own attorneys' fees associated with participating in any mediation.

24.2 Binding arbitration. Should the Parties be unable or unwilling to resolve their dispute through the mediation process provided in Section 24.1 above, either Party may give written notice to the other Party and elect to have the matter resolved by final and binding

arbitration in accordance with the rules and procedures of the arbitrator selected in accordance with this Section 24.2. The Party seeking arbitration shall set forth in its notice the particulars of its claims and shall state with specificity the issue(s) to be submitted to arbitration and the relief sought. Within thirty (30) days of the date of the election to arbitrate, the Parties shall select a single, mutually agreeable arbitrator. If the Parties are unable to agree, they shall request that the Judicial Arbitration and Mediation Service, Inc. ("JAMS"), if such entity is then in existence, appoint an arbitrator in accordance with then current procedures. The arbitrator must be a retired judge of the Superior Court of California or the Court of Appeal of California, or a retired judge of the United States District Court sitting in California. If JAMS is not in existence, the Presiding Judge of the San Joaquin Superior Court will appoint an arbitrator in accordance with its then current procedures.

24.2.1 The rules and procedures for arbitration shall be as follows:

24.2.2 The arbitrator must be selected and arbitration must be conducted within a reasonable time, but in no event later than one hundred and eighty (180) days after the date upon which the demand for arbitration is filed.

24.2.3 The arbitration proceedings must be conducted in San Joaquin County, California, at a time and location as agreed to in writing by the Parties, or in absence of an agreement, as designated by the arbitrator.

24.2.4 Subject to the same rules pertaining to privileged communications and attorney work product that would apply if the proceeding was filed in the courts of the State of California, the arbitrator shall have the authority to make all decisions regarding the relevance, materiality, and admissibility of all evidence offered at the arbitration. The California Evidence Code will generally guide the arbitrator in making such decisions.

24.2.5 The arbitrator may issue any remedy or relief, whether provisional or permanent, including but not limited to a default judgment, which the Parties could have obtained under the law applicable in courts of the State of California under the same factual circumstances, and the arbitrator must follow and otherwise employ the standards for issuing such relief as defined by California law; provided, however, that the arbitrator will have no authority or jurisdiction to enter an award, order, or decision for consequential, special, exemplary or punitive damages. The arbitrator may also grant such ancillary relief as is necessary to make effective the award, order, or decision, including the issuance of declaratory relief, compelling specific performance, or any other relief or action permitted by California law.

24.2.6 The provisions of CCP section 1283.05 are incorporated into this Agreement to arbitrate. Both Parties may conduct discovery (except issuance of interrogatories) as if the matter were pending before a Superior Court of the State of California and the arbitrator will have the full power of the State of California to issue and enforce subpoenas and to award sanctions. Either Party will have the right to demand in writing that the other Party provide a list of witnesses it intends to call at the hearing, designating which witnesses will be called as expert witnesses, and a list of documents it intends to introduce at the hearing. The responding Party's list(s) must be served personally or by registered or certified mail on the requesting Party, with a copy to the Arbitrator, at least thirty (30) days before the hearing.

24.2.7 Each Party may be represented by counsel.

24.2.8 No later than sixty (60) days following closing of the arbitration hearing, the arbitrator will make an award, order, or decision and issue a written opinion consisting of findings of fact and conclusions of law and setting forth the bases of the award, order, or decision. The arbitrator may include in his or her award, order, or decision pre-award interest and post-award interest at the legal rate where authorized by law. The Party against whom the award, order, or decision is made or remedy or relief ordered will have thirty (30) days after receipt of the award, order, or decision to commence and thereafter diligently pursue to completion any action or proceeding in any court of the State of California of appropriate jurisdiction located in the County of San Joaquin to obtain judicial review of the award, order, or decision. If the award, order, or decision is mailed, it will be deemed to be received within five (5) days after deposit in the mail.

24.2.9 If no such action or proceeding is timely commenced, the award, order, or decision will thereupon immediately become final. The Party against whom the award, order, or decision is made or remedy or relief ordered shall within thirty (30) days after the award, order, or decision becomes final make full payment and/or commence and thereafter diligently pursue to completion any other action required by the award, order, or decision. The Party in whose favor the award, order, or decision is made may request and obtain from any court of the State of California of appropriate jurisdiction located in the County of San Joaquin a Judgment upon the award, order, or decision rendered by the arbitrator, which may thereafter be entered in the records of said court.

24.2.10 If an action or proceeding is timely filed in any court of the State of California of appropriate jurisdiction located in the County of San Joaquin to obtain judicial review of the award, order, or decision, the Parties will have the right to seek vacation or

modification of any portion of the award, order, or decision according to the grounds provided by California law at the time for the vacation or modification of an award, order, or decision in a non-judicial arbitration. The findings of fact of the arbitrator will be binding on all Parties and shall not be subject to further review except as allowed by the appeal provisions of this Section 24.2.10.

24.2.11 The arbitrator will be paid a per diem or hourly charge as established at the time of appointment. Each Party will bear its own attorneys' fees and costs in presenting its case. All other actual costs of conducting the arbitration, including without limitation the administrative fee and the arbitrator's compensation, will be shared equally.

24.2.12 This arbitration clause shall be interpreted under the arbitration laws of the State of California and not the Federal Arbitration Act, 9 U.S.C. § 1. Except as otherwise provided in this Lease, any motion, application, complaint or proceeding arising out of or relating to this arbitration clause shall be determined in accordance with the law of the State of California.

24.2.13 Unless otherwise provided in this Lease or otherwise agreed in writing, the Parties must continue to perform their respective obligations under this Lease during the pendency of arbitration proceedings.

24.2.14 Except as modified or stated to the contrary in this Section 24, the rules and procedures of the arbitrator in effect at the time of the arbitration will apply to the arbitration procedure.

25. Miscellaneous.

25.1 Attorneys' Fees. Except as otherwise provided in Section 24 respecting attorneys' fees in mediation and arbitration, in the event any action is brought by Landlord or Tenant against the other to enforce or for the breach of any of the terms, covenants or conditions contained in this Lease, the prevailing Party shall be entitled to recover reasonable attorneys' fees to be fixed by the Court, together with costs of suit therein incurred.

25.2 Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof. No delay or omission of either Party to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default under this Lease.

25.3 Holding Over. If Tenant holds over the Leased Premises after the expiration of the term hereof with the consent of Landlord, either express or implied, such holding over shall be construed to be only a tenancy from month to month, subject to all the

covenants, conditions and obligations in this Lease, and Tenant hereby agrees to pay to Landlord the same monthly Rent as provided in this Lease; provided, however, that nothing herein contained may be construed to give Tenant any rights to so hold over and to continue in possession of the Leased Premises after the expiration of the term hereof.

25.4 Surrender at End of Term. Upon the end of the Term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Tenant shall surrender to Landlord all the Leased Premises, together with all improvements as hereinabove provided, and all fixtures. Upon surrender of the Premises, Tenant shall, if directed by the Landlord, remove at its own expense any and all equipment remaining thereon.

25.5 Lease Binding Upon Successors and Assigns. Subject to the limitations on assignment and subleasing, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Landlord and Tenant, but each of their successors and assigns. Whenever in this Lease reference is made to either Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the successors and assigns of the Parties as if in every case expressed.

25.6 Inspection. Landlord reserves the right for Landlord and Landlord's agents and representatives to enter upon the Leased Premises at any reasonable time with seventy-two (72) hours' advance written notice for the purpose of attending to Landlord's interest hereunder and to inspect the Leased Premises.

25.7 Relationship of Parties. The parties acknowledge that Landlord is a member of the Tenant joint powers authority, and that as a member, it is a participant in both the CT2 and LEC Projects. Notwithstanding the foregoing, the relationship of the Parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that merely as a result of this Lease, Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venture with Tenant in the conduct of Tenant's business or otherwise, except as provided by the Phase 3 CT2 agreement or the LEC Power Sales and Project Management and Operations agreements or any similar agreement.

25.8 Time of the Essence. Time is expressly declared to be of the essence of this Lease.

25.9 Memorandum of Lease. This Agreement will not be recorded, but the Parties agree to execute and deliver an Amended and Restated Memorandum of this Lease in recordable form, which Memorandum shall be recorded in the office of the Recorder in San Joaquin County, California and which will supersede the memorandum of lease previously recorded with reference to the Original Lease.

25.10 Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within five (5) days after written demand from Landlord to Tenant any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

25.11 Number and Gender. Whenever the singular number is used in this Lease and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders, and the word "person" includes corporation, firm, entity or association. If there is more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several. 25.12 Headings and Titles. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and have no effect upon the construction or interpretation of any part of this Lease.

25.13 Entire Agreement. This Lease and the Exhibits hereto contain the entire agreement of the Parties hereto with respect to the matters covered hereunder, and no previous written or oral agreements, statements or promises made by any Party to this Agreement respecting the lease of the Premises that are not contained in this Lease will be binding or valid.

25.14 Force Majeure. Except as to the payment of rent, neither of the Parties hereto shall be chargeable with, liable for, or responsible to, the other for anything or in any amount for any delay caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, or the public enemy, action or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes, or lockouts or any other cause whether similar or dissimilar to the foregoing, which is beyond the control of the Parties and any delay due to said causes or any of them shall not be deemed a breach of or default in the performances of this Lease.

25.15 Disclaimer of Representation. Except as otherwise specifically provided in this Lease, Landlord has made no representations or warranties to the Tenant concerning the Leased Premises, the present use thereof or the suitability for Tenant's intended use of the property. The foregoing disclaimer includes, without limitation, topography, climate, air, water, water rights, utilities, present and future zoning, soil, subsoil, drainage, access to public roads, proposed routes of roads, or extension thereof, or effect of any state or federal environmental protection laws or regulations. Tenant represents and warrants to Landlord that Tenant and its representatives have made or will make their own independent inspection and investigation of the Leased Premises and Tenant, in entering into this Lease, is relying solely on such inspection and investigation. No patent or latent physical condition of Leased Premises, whether or not known or discovered, will affect the rights of either Party hereto. Any agreement,

warranties or representations relating to this Lease and not expressly contained in this Agreement shall in no way bind either Tenant or Landlord. Landlord and Tenant waive any right or rescission and all claims for damages by reason of any statement, representations, warranty, promise and agreement, if any, not contained in this Lease.

25.16 Quiet Enjoyment. This Lease is subject and junior only to all existing easements, covenants, conditions and restrictions and other matters and encumbrances of record as of the date of this Lease or that are a part of this Lease. As long as Tenant is not in default of any provision of this Lease, Tenant shall have quiet enjoyment of the premises.

25.17 Termination. Tenant may terminate this Lease at any time upon six (6) months advance notice.

25.18 Severability. In the event any portion of this Agreement is held invalid or unenforceable for any reason, the Parties agree that the rental of the STIG and LEC shall revert to and be governed by the First Amended Lease and the Recycled Water Agreement.

25.19 Counterparts. This Lease may be executed in counterparts each of which is deemed an original, and all such counterparts constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Ground Lease as of the date first set forth above.

LANDLORD:

CITY OF LODI, a municipal corporation

Konradt Bartlam, City Manager

ATTEST:

Randi Johl, J.D., City Clerk

APPROVED AS TO FORM:

D. Stephen Schwabauer
City Attorney

TENANT:

NORTHERN CALIFORNIA POWER AGENCY

James H. Pope, General Manager

ATTEST

Denise Dow, Assistant Secretary

APPROVED AS TO FORM

Michael F. Dean, General Counsel

EXHIBIT LIST

Exhibit A	Existing Recycled Water Facilities
Exhibit B	Lodi Treatment Plant Site
Exhibit C	Optioned Premises
Exhibit D	Legal Map and Description of Premises
Exhibit E	Roadway and Incidental Purpose Easement
Exhibit F	Easement Agreement
Exhibit G	Utilities
Exhibit H	Will Serve Letter, dated October 17, 2008

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CITY OF LODI

COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Approving Submittal of Grant Documents to California Emergency Management Agency Homeland Security and Authorizing Transportation Manager to Submit All Necessary Paperwork and Reimbursement Requests

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving submittal of grant documents to California Emergency Management Agency Homeland Security and authorizing Transportation Manager to submit all necessary paperwork and reimbursement requests.

BACKGROUND INFORMATION: Proposition 1B funds from the Transit System Safety, Security and Disaster Response (TSSSDRA) program have been allocated to the City of Lodi in the amount of \$83,371 for the FY 2012/13 cycle.

The Proposition 1B TSSSDRA program is administered by the California Emergency Management Agency.

San Joaquin Council of Governments (SJCOC) will receive a total of approximately \$553,891 program funds to distribute, at its discretion, among the eligible transit providers that include Lodi, Escalon, Ripon, Tracy, Manteca, Regional Rail Commission and the Regional Transit District. Similar to past grant cycles, SJCOC and the Interagency Transit Committee collaboratively determined the funding distribution amongst the eligible agency applicants. Of the total, \$80,000 has been apportioned to the City of Lodi for the transit security automated vehicle locating equipment.

Three eligible transit operators will receive additional Proposition 1B funds (Section 99314) based on fare revenues. As a result, the City of Lodi will receive an additional \$3,731 for the transit security automated vehicle locating equipment.

With this grant funding, up to four automated vehicle locating equipment systems will be purchased and installed in our GrapeLine/VineLine buses. The equipment will improve vehicle tracking in case of an emergency, improve on-time performance, and provide automated stop announcements. Automated vehicle locating equipment enhances the safety of the transit drivers and passengers by improving the tracking of the vehicle at all times.

FISCAL IMPACT: The cost of the security improvements will be fully covered by the Proposition 1B TSSSDRA funds, and there is no match requirement. Failure to adopt the resolution and claim the funding could result in the funds being re-allocated to another jurisdiction.

FUNDING AVAILABLE: Funding will be made available through this allocation.

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer
cc: Financial Services Manager
Transportation Manager/Senior Traffic Engineer

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
SUBMITTAL OF GRANT DOCUMENTS TO CALIFORNIA
EMERGENCY MANAGEMENT AGENCY HOMELAND
SECURITY AND AUTHORIZING TRANSPORTATION
MANAGER TO SUBMIT ALL NECESSARY PAPERWORK
AND REIMBURSEMENT REQUESTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the submittal of grant documents to the California Emergency Management Agency Homeland Security for Proposition 1B funds from the Transit System Safety, Security and Disaster Response Account funds; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Transportation Manager to submit all necessary paperwork and reimbursement requests.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution authorizing the destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

BACKGROUND INFORMATION: Section 34090 of the California Government Code provides for the destruction of certain City records with the approval of the legislative body by resolution and the written consent of the City Attorney. The City Clerk's office coordinated and compiled a listing of citywide records to be destroyed from the various departments pursuant to the City's Records Management Program and Policy (2007), which specifically provides for the annual destruction of said records in accordance with the Secretary of State's Records Retention Guidelines.

FISCAL IMPACT: None

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING DESTRUCTION OF CERTAIN
CITYWIDE RECORDS

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WHEREAS, in accordance with Government Code Section 34090, the City Clerk and City Attorney have filed written consent to the destruction of certain Citywide records as specifically set forth in the attached inventory marked as Exhibit A, and thereby made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that:

1. The records heretofore identified are no longer required.
2. The Lodi City Council finds that the City Clerk and City Attorney have given written consent to the destruction of the records inventoried on Exhibit A attached hereto and the destruction of those records is hereby authorized.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

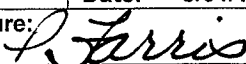
RANDI JOHL
City Clerk

2013-_____

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Public Works	Date: 1/4/13	Total No. of Pages: 4	Proposed Destruction Date: 3/31/13
Division: Administration/Engineering	Prepared By: Pam Farris	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
City of Lodi Public Library Lighting Retrofit	10/07 – 7/08	City Hall	1
Lodi Unified School District CNG Fueling Station Construction (820 S. Cluff Ave.)	3/01 – 9/03	City Hall	1
Lodi Unified School District CNG Fueling Station Construction (820 S. Cluff Ave.) – Certified Payroll & Preliminary Notices	4/04 – 1/06	City Hall	1
Lodi Unified School District CNG Fueling Station Construction (820 S. Cluff Ave.) – Construction Bid Correspondence	9/03 – 3/05	City Hall	1
Lodi Unified School District CNG Fueling Station Construction (820 S. Cluff Ave.) – Federal Aid Documents, Design for Construction & Contract Documents	5/03 – 6/05	City Hall	1
Lodi Unified School District CNG Fueling Station Equipment (820 S. Cluff Ave.)	12/00 – 1/05	City Hall	2
Lodi Unified School District CNG Fueling Station Equipment (820 S. Cluff Ave.) – Bids & Specifications	1/04 – 11/04	City Hall	2
Stockton Street Asphalt Concrete Resurfacing, Kettleman Lane to 1,000 Feet South of Century Boulevard	2/06 – 12/08	City Hall	2
Stockton Street Parkway Landscape, Tokay Street to Alley North of Locust Street	12/02 – 1/06	City Hall	2
Stockton Street Reconstruction, Lodi Avenue to Lockeford Street	4/01 – 11/02	City Hall	2
Stockton Street Reconstruction, Lodi Avenue to Lockeford Street – Preliminary Notices and Certified Payroll	6/01 – 8/02	City Hall	2
Professional Services Agreement – Associated Consultants, Inc. (Deflection Testing 2005/06)	8/05 – 11/09	City Hall	4
Professional Services Agreement – ATEEM Electrical Engineering, Inc.	2/05 – 5/05	City Hall	4
Professional Services Agreement – Bartle Wells Associates	6/05 – 5/06	City Hall	4
Professional Services Agreement – Brown & Caldwell	12/09 – 5/10	City Hall	4
Professional Services Agreement – DJH Engineering	2/04 – 4/04	City Hall	4
Professional Services Agreement – Ecologic, Inc.	11/09 – 4/10	City Hall	4
Professional Services Agreement – Hilton, Farnkopf & Hobson Consultants, LLC	6/08 – 8/09	City Hall	4

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Professional Services Agreement – Harris & Associates (File #1)	10/98 – 11/03	City Hall	4
Professional Services Agreement – Harris & Associates (File #2)	4/99 – 6/03	City Hall	4
2008 Asphalt Rubber Cape Seal Various Streets	5/08 – 3/09	City Hall	4
2008 Asphalt Rubber Cape Seal Various Streets – Certified Payroll	7/08 – 1/09	City Hall	4
2008 Asphalt Rubber Cape Seal Various Streets – Specifications	5/08	City Hall	4
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Contractor's Correspondence, General Correspondence, Project Personnel & Various Agreements	4/05 – 8/07	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) Design – RFPs & Correspondence	11/07	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Contract Change Orders, Contract Item Pay Quantity Documents, Extra Work Report	8/05 – 8/06	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – DBE Information & Specs	12/04	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Federal Aid and State Aid	11/00 – 7/02	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Preconstruction Bid Correspondence & Construction Bids	8/04 – 9/06	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Preliminary Engineering & Design (Mark Thomas & Company)	1/01 – 10/07	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – SJCOG/STP/STIP Agreements	8/03 – 11/05	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Measure K Funding	7/05 – 2/06	City Hall	5
Professional Services Agreement – Krazan & Associates, Inc.	4/04 – 8/04	City Hall	5
Lower Sacramento Road Widening (Harney Lane to Kettleman Lane) – Certified Payroll	6/05 – 12/06	City Hall	6
North San Joaquin Water Conservation District Acreage Charge/Ballots	5/03 – 7/03	City Hall	6
Radon	10/99 – 4/00	City Hall	6
Eastside Park N-18 (Formerly Richards Ranch)	3/03 – 12/03	City Hall	6
Lower Sacramento Road Widening (Kettleman Lane to Turner Road)	12/00 – 11/03	City Hall	6
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) – Certified Payroll	4/01 – 12/02	City Hall	6
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Contract Change Orders, Contract Items Pay Quantity Documents	9/01 – 5/03	City Hall	7
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – DBE Info & Specifications	10/00 – 4/05	City Hall	7

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Engineer's Daily Reports & Weekly Record of Working Dates	No Dates Available	City Hall	7
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Design, RFPs & Correspondence	12/98 – 1/99	City Hall	7
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Material Certificates & Materials Data	5/01 – 9/01	City Hall	7
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Environmental Documents	4/99 – 8/01	City Hall	8
Lower Sacramento Road Widening (Kettleman Lane to Turner Road)(Measure K) – Federal Aid Documents	4/00 – 1/05	City Hall	8
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Labor Compliance & EEO Records & Preliminary Notices	8/01 – 12/01	City Hall	8
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Preconstruction Bid Correspondence & Construction Bids	10/00 – 12/05	City Hall	8
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Preliminary Engineering & Design	3/99 – 11/01	City Hall	8
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Preliminary Engineering & Design (Mark Thomas & Co. Bills)	5/99 – 7/03	City Hall	9
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) (Measure K) – Progress Payment Estimates & Status of Funds	1/01 – 5/03	City Hall	9
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) – STP/STIP Measure K Agreements	7/99 – 7/04	City Hall	9
Lower Sacramento Road Median Landscaping & Irrigation (Kettleman Lane to Harney Lane)	7/05 – 7/06	City Hall	9
Lower Sacramento Road Widening (Kettleman Lane to Turner Road) – Mark Thomas Bills	1/07 – 11/07	City Hall	10
Well Automation and Telemetry System	12/80 – 8/83	City Hall	11
Wastewater Treatment Master Plan RFQ	5/98 – 10/98	City Hall	11
Wastewater Treatment Master Plan (West Yost & Associates) 2001 – File #1	6/98 – 12/00	City Hall	11
Wastewater Treatment Master Plan (West Yost & Associates) 2001 – File #2	1/01 – 1/08	City Hall	11
Harney Lane Crossing at Woodbridge Irrigation District Canal	8/00 – 6/06	City Hall	11
Accident Reports (File 1)	11/99 – 6/03	City Hall	13
Accident Reports (File 2)	1/03 – 3/06	City Hall	13
Transportation Manager Position	7/99 – 9/02	City Hall	13
SJCOG Congested Management Plan	10/90 – 6/95	City Hall	14
Kettleman Lane (Hwy. 12) and Crescent Avenue Traffic Signal/Median Project (HES Grant) (2000)	1/00 – 10/00	City Hall	14
Kettleman Lane (Hwy. 12) and Crescent Avenue Traffic Signal/Median Project (HES Grant) (1998/99)	4/98 – 12/99	City Hall	14

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Traffic Signal and Street Lighting for Harney Lane & Stockton Street	8/01 – 9/03	City Hall	14
Traffic Signal and Street Lighting for Harney Lane & Stockton Street – Payroll and Preliminary Reports	1/02 – 6/03	City Hall	14
Turner Road and Mills Avenue Railroad Crossing Protection	2/88 – 3/99	City Hall	14
Lighted Crosswalk/Flashing Beacon Project, Elm Street at Loma Drive and at Mills Avenue and on Mills Avenue at Various Locations	2/04 – 2/06	City Hall	14
Lighted Crosswalk/Flashing Beacon Project, Elm Street at Loma Drive and at Mills Avenue and on Mills Avenue at Various Locations – Certified Payroll	4/05 – 10/05	City Hall	14
Lockeford Street at Calaveras Street – Safe Route to School Grants	2/04 – 1/06	City Hall	14
Lockeford Street at Calaveras Street – Safe Route to School Grants – Certified Payroll	1/05 – 8/05	City Hall	14
Kettleman Lane (Highway 12) and Crescent Avenue Traffic Signal/Median Project – Specifications	1999	City Hall	15
Kettleman Lane (Highway 12) and Crescent Avenue Traffic Signal/Median Project – Bids & DBE Information	9/99	City Hall	15
Civic Center/Annex Office Space Decisions	5/02 – 1/03	City Hall	15
Construction Specifications – 1983	5/83 – 10/98	City Hall	15
Central City Revitalization	6/95 – 5/98	City Hall	15
No Parking	1/83 – 11/93	City Hall	16
Speed Zoning	1981 - 1993	City Hall	16
Budget (Transit)	11/03 – 2/06	City Hall	16
Transit Miscellaneous (File #3)	11/01 – 12/06	City Hall	16

*In all cases, original plans are maintained.

Department Head: *Molly Sander* Date: 1/4/13

City Clerk: *[Signature]* Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]* Date: 2/4/13

Destruction Completed By:

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

JAN 30 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS CITY CLERK

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives.
Documents involved in litigation or pending audit will not be destroyed.

Department: Internal Services	Date: 1/24/2013	Total No. of Pages: 2	Proposed Destruction Date: TBD
Division: Accounting	Prepared By: Nancy Spinelli	Signature: <i>Wendy Corda Danton</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Next Step/Leave Balances	2010-2011	Storage Room	
Payroll Edit Registers	"	"	
Payroll Journal Detail	"	"	
Payroll Voucher Detail	"	"	
Payroll Check Registers	"	"	
Wage Attachment Report	"	"	
Overtime Cards	2008-2009	"	
Daily Timecards	"	"	
Accounts Payable Final Post	2010-2011	Basement	
Accounts Payable Payment Register	"	"	
Accounts Payable Payment Group	"	"	
Accounts Payable Cash Requirements	"	"	
Accounts Payable Posting Edit	"	"	
Accounts Payable Edit Report	"	"	
Collectors Daily Reports	"	"	
Misc Journal Entries	2007-2008	Storage Room	
Wire Transfers	2008-2009	"	
Inventory	2010-2011	"	
F&M Bank Statements	2004-2006	Basement	
Unclaimed Property Records	"	Storage Room	
DB Claims Bank Reconciliation	2005-2007	"	
ICS Activity & Bank Reconciliation	"	"	
Accounts Payable Claims	2005-2006	Basement	
Cancelled/Voided Checks	2005-2006	Storage Room	

Attachment A – Form 4 (Authority to Destroy Records)

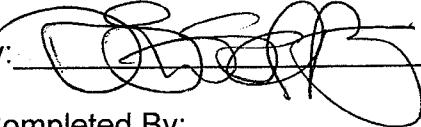
*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

City of Lodi

Department Head:  Date: 1/29/13

City Clerk:  Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 2/6/13

Destruction Completed By:

Printed Name	Signature	Date
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JAN 24 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS CITY CLERK

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[illegible]

Department Head:

Date:

City Clerk:

Date:

Consent is hereby given to destroy the above-listed records:

*City Attorney:

Date:

Destruction Completed By:

Printed Name

Signature

Date _____

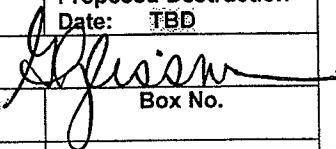
Attachment A – Form 4 (Authority to Destroy Records)

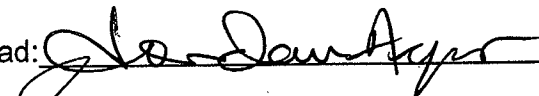
**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Documents involved in litigation or pending audit will not be destroyed.*

Department: Internal Services	Date: 1/24/13	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Finance	Prepared By: Gail Glissman	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Business Tax Applications	2007	Finance Basement	
CIS Daily Postings & Journals	July 2006-June 2007	Finance Basement	
Service Orders/Utility Contract	July 2006-June 2007	Finance Basement	
Correspondence	July 2008-June 2009	Finance Basement	
Deposit Refunds	July 2006-June 2007	Finance Basement	
Enforcement Technology Parking Balancing Reports	July 2006-June 2007	Finance Basement	
Lodi Downtown Business Partnership Collections	July 2006-June 2007	Finance Basement	
Miscellaneous Receivables	July 2006-June 2007	Finance Basement	
Returned Checks	July 2008-June 2009	Finance Basement	
Pet License Applications	July 2006-June 2007	Finance Basement	

Department Head:  Date: 1/24/13

City Clerk:  Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 2/6/13

Destruction Completed By: _____

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

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Documents involved in litigation or pending audit will not be destroyed.

Department: Fire	Date: 1/23/13	Total No. of Pages: <u>2</u> #1 of 2	Proposed Destruction Date: TBD
Division: Administration	Prepared By: Linda Hoover	Signature: <i>Linda Hoover</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Acct's. Payable Invoices/Copies	7/1/09 – 6/30/10	Fire Admin.	1
Claim Vouchers/Copies	7/1/09 – 6/30/10	Fire Admin.	1
Correspondence	7/1/09 – 6/30/10	Fire Admin.	1
Expendable Trust/Copies	7/1/09 – 6/30/10	Fire Admin.	1
Expenditure/Transaction Analysis Reports/Copies	7/1/09 – 6/30/10	Fire Admin.	1
FLSA Pay/Copies	2009	Fire Admin.	1
Admin. Leave Pay, Comp. Leave Pay, Holiday Pay, Vacation Pay/Copies	2008 - 2009	Fire Admin.	1
Release of Care Against Medical Advice/Copies	7/1/08 – 6/30/09	Fire Admin.	1
Leave Balance Accrual Sheets/Copies	6/30/08 – 6/28/09	Fire Admin.	1
Ride Along Forms	2007 - 2009	Fire Admin.	1
Supply Order Requests/Copies	7/1/09 – 6/30/10	Fire Admin.	1
Time-Off Requests	2009	Fire Admin.	1

Department Head: *[Signature]*Date: *1/24/13*City Clerk: *[Signature]*Date: *2/1/13*

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]*Date: *2/6/13*

Destruction Completed By: _____

Date: _____

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Fire	Date: 1/23/13	Total No. of Pages: 2 #2 of 2	Proposed Destruction Date: TBD
Division: Administration	Prepared By: Linda Hoover	Signature: <i>Linda Hoover</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Acct's. Payable/ Electronic Copies	7/1/09– 6/30/10	Fire Admin.	O:\Word\Admin
Claim Vouchers/ Electronic Copies	7/1/09 – 6/30/10	Fire Admin.	O:\Word\Admin
Correspondence/Electronic Copies	2009	Fire Admin.	O:\Word\Admin
Council Agendas & Communications/ Electronic Copies	2009	Fire Admin.	O:\Word\Admin
FLSA/Electronic Copies	2009	Fire Admin.	O:\Word\Admin
Payroll Spreadsheets/ Electronic Copies	2009	Fire Admin.	O:\Word\Admin
Uniform Allowance/Electronic Copies	2009	Fire Admin.	O:\Word\Admin

Department Head: *[Signature]*Date: *1/24/13*City Clerk: *[Signature]*Date: *2/1/13*

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]*Date: *2/6/13*

Destruction Completed By:

Printed Name

Signature

Date

RECEIVED
JAN 31 2013**AUTHORITY TO DESTROY OBSOLETE RECORDS** CLERK

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

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Department: Community Center	Date: 1/23/13	Total No. of Pages:	Proposed Destruction Date: TBD
Division: CULTURAL SERVICES PARKS, REC & SERVICES	Prepared By: VERONICA CARLONI	Signature: V. Carloni	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Charter School Vouchers	2010 & earlier	HSS	1
Instructor Claims, Vouchers & Refunds	2010 & earlier	HSS	2
Daily Deposits and Liability Waivers	2010 & earlier	HSS	3 + 4
Credit Card Receipts	2007 & earlier	HSS	5
Job Applications	2010 & earlier	HSS	5
Monthly Revenue and Attendance Reports	2009 & earlier	HSS	5
Activity Guide Info	2008 & earlier	HSS	6

Department Head: 

Date: 1-30-13

City Clerk: 

Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: 

Date: 2/6/13

Destruction Completed By:

Printed Name

Signature

Date

Attachment A - Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

JAN 31 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS

CITY CLERK

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

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[illegible]

Department Head: *[Signature]* Date: 1-30-13

City Clerk: _____ Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: _____ Date: 2/6/13

Destruction Completed By:

Printed Name	Signature	Date
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JAN 31 2013


AUTHORITY TO DESTROY OBSOLETE RECORDS CITY CLERK

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

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Department: HSS / PRC	Date: 1/29/13	Total No. of Pages: 5000 +	Proposed Destruction Date: TBD
Division: Admin	Prepared By: Mandi Dumlao	Signature: Mandi Dumlao	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Vendor Invoices	2009 - prior	upstairs conference	
Purchase Orders	2009 - prior	upstairs conference	
Rental Contracts	2009 - prior	under pool	
Theatre Contracts	2009 - prior	under pool	

Department Head:  Date: 1-30-13

City Clerk:  Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 2/6/13

Destruction Completed By: _____

Printed Name

Signature

Date

Attachment A - Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

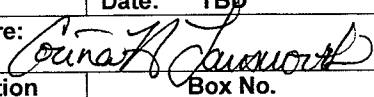
JAN 31 2013

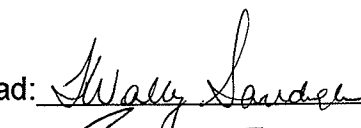
AUTHORITY TO DESTROY OBSOLETE RECORDS

CITY CLERK

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Department: Public Works	Date: January 30, 2013	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Municipal Service Center	Prepared By: Corina Farnsworth	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
City Council Agenda/Minutes - Copies	Jan-June 2009	MSC Server Room	2009A
City Council Agenda/Minutes - Copies	July-Dec 2009	MSC Server Room	2009A
Claim Vouchers - Copies	Jan-June 2009	MSC Server Room	2009A
Claim Vouchers - Copies	July-Dec 2009	MSC Server Room	2009A
Operation Statements	2009 and prior	MSC Server Room	2009A
Petty Cash Slips	2009 and prior	MSC Server Room	2009A
Travel Claims - Copies	Jan-June 2009	MSC Server Room	2009A
Travel Claims - Copies	July-Dec 2009	MSC Server Room	2009A
AP Invoice - Copies	Prior to 2009	MSC Server Room	2009D
Return to Duty Slips	Prior to 2009	MSC Server Room	2009E

Department Head:  Date: 1/31/13

City Clerk:  Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 1/31/13

Destruction Completed By:

Printed Name

Signature

Date

FEB - 1 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS CITY CLERK

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Department: Library	Date: 1/31/2013	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division:	Prepared By:	Signature:	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Payroll Records	2009	Library business office	
Vendor Invoices - copies	FY 2010-2011	Library business office	
Community Room reservation forms	2010	Library business office	
Linsco Private Ledger (LPL)	2010	Library business office	
Monthly Investment Statements (retaining summary page)			

Department Head: _____

Date: 1.31.13

City Clerk: _____

Date: 2/1/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: _____

Date: 2/6/13

Destruction Completed By: _____

Printed Name

Signature

Date

Attachment A – Form 4 (Authority to Destroy Records)

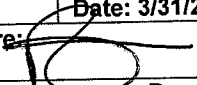
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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

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Department: City Clerk	Date: 1/31/2013	Total No. of Pages: Unknown	Proposed Destruction Date: 3/31/2013
Division: Elections and Operations	Prepared By: Randi Johl	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
OPERATIONS:			
City Clerk/City Council Calendars (GC 34090 et seq. - 2 years)	2010 and prior	All records listed are currently stored in the City Clerk's Office and/or vaults.	Not Applicable
City Clerk/City Council Travel (GC 34090 et seq. - 2 years)	2010 and prior		
City Clerk/City Council Departmental Budget Copies (GC 34090 et seq. - 2 years)	2010 and prior		
City Clerk/City Council General Correspondence (GC 34090 et seq. - 2 years)	2010 and prior		
City Council Regular / Special Meeting Packets (Available in e-Records) (GC 34090 et seq. - 2 years)	2010 and prior		
Shirtsleeve Session Meeting Packets (Available in e-Records) (GC 34090 et seq. - 2 years)	2010 and prior		
Regular/Special/Shirtsleeve Session Meeting Tapes Audio/Video (GC 34090.7 - Current + 3 months)	2011 and prior		
Hardcopy Closed Session Minutes (GC 34090, 34090.5 - 2 years) (Closed Session Minutes Kept Permanently Electronically)	2010 and prior		
Board, Committee, Commission Applications and Correspondence - Selected (GC 34090, 40801 - 5 years)	2007 and prior		
Board, Committee, Commission Applications and Correspondence - Not Selected (GC 34090 - 2 years)	2010 and prior		
Legal Advertising/Proof of Publications (CCP 343, 349 et seq., GC 911.2, 34090 - 4 years)	2008 and prior		
Petitions to Legislative Body (GC 6253, 50115 - 1 year)	2011 and prior		
Public Hearing Notices (GC 34090 - 2 years)	2010 and prior		

Attachment A - Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

City of Lodi

Public Records Act Requests (GC 34090 – 2 years)	2010 and prior		
Protests from City Council Public Hearings – Water / Wastewater / Electric Utility Rates (GC 34090 – 2 years)	2010 and prior		
Protests from City Council Public Hearings – All Other (GC 34090 – 2 years)	2010 and prior		
Weed Abatement Files (GC 34090 – 2 years)	2010 and prior		
<u>ELECTIONS:</u>			
Election Calendars (GC 34090 – Election + 2 years)	2010 and prior		
Certificates of Election (GC 34090 – Election + 2 years)	2010 and prior		
Nomination Papers – Elected and Non-Elected (EC 17100 – Term + 4 years)	2006 and prior		
Notices and Publications (GC 34090 – Election + 2 years)	2009 and prior		
Oaths of Office (GC 34090, 29 USC 1113 – Term + 6 years)	2004 and prior		
Petitions – Initiatives, Recalls, Referendums (EC 14700, 17200, 17400, GC 7253.5, 3756.8 – Election + 8 months)	2011 and prior		
Candidate Statements (GC 34090 – Election + 2 years)	2009 and prior		
<u>FPPC:</u>			
Form 460 - Campaign Disclosure Statements, Non-Elected (GC 81009 – Current + 5 years, Elected-Permanent)	2007 and prior		
Form 460 – Campaign Disclosure Statements, Committees (GC 81009 – Current + 7 years)	2005 and prior		
Form 700 - Statements of Economic Interest – Administration/Employees (FPPC Opinions – Current + 5 years)	2007 and prior		
Form 700 - Statements of Economic Interest – Elected (GC 81009 – Current + 7 years)	2005 and prior		
Form 700 - Statements of Economic Interest – Non-Elected (GC 81009 – Current + 5 years)	2007 and prior		
Form 801 – Gifts to Agency (GC 81009 – Current + 7 years)	2005 and prior		
Form 802 – Ticket Distribution (GC 81009 – Current + 7 years)	2005 and prior		
Form 803 – Behested Payment (GC 81009 – Current + 7 years)	2005 and prior		
Form 806 – Appointments (GC 81009 – Current + 7 years)	2005 and prior		
All Forms Not Specified Above - Elected and Non-Elected (GC 81009 – Current + 7 years)	2005 and prior		

Attachment A – Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

City of Lodi

Department Head: [Signature]

Date: 1/31/13

City Clerk: [Signature]

Date: 1/31/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature]

Date: 2/6/13

Destruction Completed By: _____

Printed Name

Signature

Date

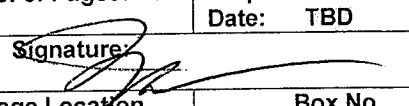
FEB - 4 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS

CITY CLERK

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Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Police	Date: 01/31/13	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Code Enforcement	Prepared By: Nancy Baker	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Closed Case Files	2010	Investigations Store Room	1, 2
Closed Case Files	2009	Investigations Store Room	3

Department Head: 

Date: 1-31-13

City Clerk: 

Date: 2/4/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: 

Date: 2/8/13

Destruction Completed By:

Printed Name

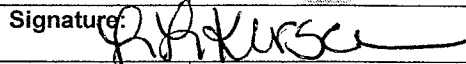
Signature

Date

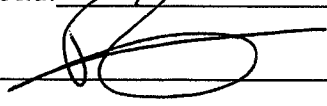
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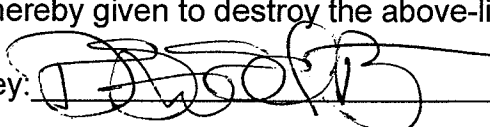
Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Police	Date: 02/13/13	Total No. of Pages:	Proposed Destruction Date: TBD
Division: Records	Prepared By: H. Kirschenman	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Traffic Citations	2010 and prior	LPD Records	
Arrest/Booking Sheets	2006 and prior	LPD Records	
Statistical (UCR)	2010 and prior	LPD Records	
Permits-Permit Applications (massage, card room, peddler, tow truck, etc.)	2010 and prior	LPD Records	
Subpoena	2010 and prior	LPD Records	
Live Scan Billing records	2011 and prior	LPD Records	
11357 arrests	2010 and prior	LPD Records	

Department Head:  Date: 2-13-12

City Clerk:  Date: 2/13/13

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 2/13/13

Destruction Completed By:

Printed Name	Signature	Date
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Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

FEB - 4 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS CITY CLERK

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Police	Date: January 16, 2013	Total No. of Pages: 1	Proposed Destruction Date: March 2013
Division: Administration	Prepared By: Julie Wall	Signature: <i>Julie Wall</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Employee timecards and related payroll records	+3 years from closure date (prior to 2010)	Investigations Storage Room	
Parking Citations	+2 years from closure date (prior to 2011)	Parking citation office	
Parking Cite Appeals	+2 years from closure date (prior to 2011)	Parking citation office	
Pager Bills	+2 years from closure date (prior to 2011)	Investigations Storage Room	
Cellular Phone Bills	+2 years from closure date (prior to 2011)	Investigations Storage Room	
Fugitive Warrant Documents	+5 years from closure date (prior to 2008)	Investigations Storage Room	
Civil Subpoena Documents	+2 years from closure date (prior to 2011)	Investigations Storage Room	

Department Head: *W. H. H. H.* Date: *1-31-13*

City Clerk: *[Signature]* Date: *2/4/13*

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]* Date: *2/6/13*

Destruction Completed By:

Printed Name

Signature

Date

Attachment A – Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

FEB - 4 2013

AUTHORITY TO DESTROY OBSOLETE RECORDS

CITY CLERK

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Note: Documents will be reviewed for historical value and, if applicable, retained in the archives.
Documents involved in litigation or pending audit will not be destroyed.

Department: Police	Date: 01/25/13	Total No. of Pages: 2	Proposed Destruction Date: 03/12
Division: Investigations	Prepared By: Lt. Fernando Martinez	Signature: <i>J. Hernandez</i> #17	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Background investigations and employment records of previous Lodi Police Department employees	+5 years from closure date	Administration personnel filing cabinet	
Administrative and Internal Affairs Investigations	+5 years from closure date	Investigations Lt. filing cabinet	
Background Investigations (not hired)	+2 years from closure date	Administration personnel filing cabinet	
Asset Forfeiture investigations/proceedings	CL +2 yrs	Special investigations file cabinet	
Informant Files	T + 10 yrs	Special investigations file cabinet	
Retired /Former Employees	T + 5 yrs	Personnel file cabinet	

City of Lodi

Department Head: Mauroldo Date: 1-31-13

City Clerk: [Signature] Date: 2/4/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature] Date: 2/6/13

Destruction Completed By:

Printed Name	Signature	Date
--------------	-----------	------

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*



AUTHORITY TO DESTROY OBSOLETE RECORDS

CITY CLERK

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Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

[illegible]

Department Head:  Date: 2/4/13
City Clerk:  Date: 2/4/13

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature] Date: 2/6/13

Destruction Completed By:

Printed Name _____

Signature

Date _____

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*



TM

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Set a Public Hearing for March 20, 2013, to approve the Draft 2013/14 Action Plan for the Community Development Block Grant Program

MEETING DATE: March 6, 2013

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set a public hearing for March 20, 2013 to approve the Draft 2013/14 Action Plan for the Community Development Block Grant Program.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

In May 2009, the Council approved the 2009-14 CDBG Consolidated Plan, a five-year plan for identifying and addressing community needs. The Consolidated Plan contains an assessment that defines housing and community development needs for low-income persons and families, as well as a variety of special needs populations, including homeless, elderly, and disabled persons. The needs assessment is based on Census data, other available data sources, and input from community residents and service providers. The second component of the Consolidated Plan is a strategic plan, which lays out the City's method for expending CDBG funds over the five-year period and sets goals and priorities for each type of eligible activity.

The Action Plan is the Consolidated Plan's annual implementing document and provides a detailed description of each activity proposed for the fiscal year, as well as the City's CDBG budget and goals for the fiscal year.

Funding Allocation

The City is expecting to receive an estimated \$577,081 in CDBG funds for 2013/14. This is an 8.2 percent reduction from 2012/13 and is based upon the federal sequestration cuts that are pending. The City Council has a policy of allocating 40 percent of the annual CDBG award (net of administrative costs) to community-based organizations (CBOs), with the remainder going to City projects. There is a 15 percent Public Service Cap on the overall allocation for 2012/13.

The distribution of funds will be as follows:

City projects	\$277,000
CBO projects	\$184,665
Administration	\$115,416 <i>(20% of the 2013/14 Annual allocation)</i>
TOTAL	\$577,081

15% Service Cap	\$86,562
-----------------	----------

APPROVED: _____
Konradt Bartlam, City Manager

Next Steps

Upon completion of the initial public hearing, the Draft Action Plan will be available for public review and comment and will be brought back for final approval on May 1, 2013. The adopted Action Plan document must be submitted to HUD no later than May 15, 2013 in order to receive funding beginning July 1, 2013. City staff is actively working on the draft Action Plan document. The application process for CDBG funding lasted from January 9 through February 6, 2013. A summary of the applications received during that time period will be provided during a Shirtsleeve Session scheduled for March 5, 2013.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Konradt Bartlam
Community Development Director

KB/jw



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Set Public Hearing for March 20, 2013, to Consider Extending the Economic Development Rates

MEETING DATE: March 6, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set a Public Hearing for March 20, 2013 to consider extending the Economic Development Rates.

BACKGROUND INFORMATION: For the past 18 months, the City of Lodi has offered a pair of electric rate discounts: New Business and New Jobs. Year-to-date, 22 customers have signed up to receive one of the two rate discounts. As of February 1, 2013, this has resulted in a total savings of approximately \$346,000 for the participating businesses.

Both of these rate discounts expire on June 30, 2013. Staff is recommending that both rate discounts, which serve as excellent economic development tools for the City of Lodi, be extended from July 1, 2013 to June 30, 2015 under the following guidelines:

New Business Rate Discount: provided for 12 consecutive months; all new businesses assigned to the G2, G3, G4, G5, or I1 electric rate will receive a 5% discount per month; all new businesses assigned to the G1 electric rate will receive a "flat monthly credit" of \$25 per month.

New Jobs Rate Discount: provided for 12 consecutive months; all new hires must be new, full-time positions; there is a maximum 8% rate discount available, and the discount is provided in "bands" as shown below:

<i>Number of New, Full-Time Employees</i>	<i>Percentage Discount</i>
1-3	2%
4-6	4%
7-9	6%
10+	8%

FISCAL IMPACT: From July 1, 2011 to February 1, 2013, the discounts have totaled \$346,000. It is anticipated that the total discount will exceed \$400,000 by June 30, 2013. The magnitude of the financial impact for the proposed July 2013 to June 2015 rate discounts will be dependent upon the total number of participants.

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Customer Service & Programs Manager
EAK/RSL/lt

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for March 20, 2013, to Consider the Lodi Electric Vehicle Pilot Charging Rate

MEETING DATE: March 6, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Set a Public Hearing for March 20, 2013, to consider the Lodi Electric Vehicle Pilot Charging Rate.

BACKGROUND INFORMATION: Staff is recommending the creation and implementation of the Lodi Electric Vehicle Pilot Charging Rate. This rate would be provided to residential customers that own, operate and store an electric vehicle at their Lodi residential property. The purpose of this new rate is to encourage the electric vehicle marketplace in the Lodi community, reward customers for the ownership of these "zero emission" vehicles, and reduce the stress on the Lodi electric utility distribution system.*

The proposed rate is \$0.10427/kilowatt hour, and this rate is offered from 10 p.m. to 6 a.m. Monday through Friday (weekends and holidays excluded). In the event the customer opts to charge his or her electric vehicle from 6 a.m. to 10 p.m., the electric rate will be \$0.33/kilowatt hour. A separate electric meter will be required in order for the customer to achieve this electric vehicle charging rate. The proposed "Schedule EV" is attached for reference.

*There are growing concerns in the electric utility industry regarding the impact electric vehicles will have on local electric distribution systems; the concern stems from the potential of customers over-loading certain electric transformers by charging their electric vehicles during peak energy usage times. By providing a rate incentive that shifts the vehicle charging time to off-peak hours, the utility will potentially experience less stress on the distribution system during times when energy is in its greatest demand, typically 10 a.m. to 9 p.m. Monday through Friday.

Although this proposed electric vehicle rate is not mandated by the State of California, numerous municipal and investor-owned electric service providers are investigating the implementation of a similar rate, *or*, have already implemented such a rate (Azusa Water & Power, Los Angeles Water & Power Department, Pacific Gas & Electric Company, and Sacramento Municipal Utility District). Staff will be providing an overview of electric vehicle charging rates as set by other utilities at the March 20, 2013 public hearing.

This new rate would be offered as a pilot, from July 1, 2013 to June 30, 2015.

FISCAL IMPACT: The magnitude of the financial impact for the proposed Lodi Electric Vehicle Charging Rate will be dependent upon the total number of participants.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING: Not applicable.

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Customer Service & Programs Manager

EAK/RSL/lst



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE EV

ELECTRIC VEHICLE CHARGING SERVICE

APPLICABILITY:

This schedule is applicable to single-phase electric vehicle charging service in single-family and multi-family dwellings separately metered by the City.

RATES:

Minimum Charge..... \$5.00

EV Charging period (per kWh)	\$0.10427
Non-EV Charging period (per kWh)	\$0.33000

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.

DEFINITION OF TIME PERIODS:

Times of the day are defined as follows:

EV Charging Period: 10:00 p.m. to 6:00 a.m. Monday through Friday (except holidays and weekends)

Non-EV Charging Period: 6:00 a.m. to 10:00 p.m. Monday through Friday (except holidays and weekends)

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Conduct Public Hearing to Consider the Appeal of California Citizens for the Equal Application of the Law Regarding the Planning Commission's Decision to Approve a Use Permit to Operate a Fitness Facility at 1320 West Lockeford Street (APN 035-340-09; Use Permit No. 12-U-19)

MEETING DATE: March 6, 2013

PREPARED BY: Community Development Director

RECOMMENDED ACTION: That the City Council deny the appeal and uphold the Planning Commission's decision to grant a Use Permit for In-Shape Health Clubs Inc. to establish and operate a fitness facility in an existing building located at 1320 West Lockeford Street.

BACKGROUND INFORMATION: At their meeting of January 9, 2012, the Lodi Planning Commission held a Public Hearing to consider the request of Sandra Homan, on behalf of In-Shape Health Clubs, Inc., to establish and operate a fitness facility in an existing building located at 1320 West Lockeford Street. Following extensive public testimony and discussion, written and oral testimony received at the Public Hearing, the Planning Commission voted to approve the Use Permit request.

The Planning Commission took testimony from the property owner, project applicants and George Petrulakis, an attorney representing a group called Citizens for the Equal Application of the Law. The main issues raised by the Mr. Petrulakis are twofold: First, he contends the project warrants an initial study and use of CEQA exemption subverts the purpose of CEQA. Second, the required findings for a Use Permit under the City's Ordinances cannot be made in this case and not supported by evidence. He filed an appeal with the City Clerk's office to have the City Council overturn the actions of the Planning Commission and to deny the Use Permit. The appeal was filed on timely manner.

PROJECT DESCRIPTION:

The In-Shape Fitness Facility is proposed to be open seven days a week with operating hours likely falling between 4 a.m. to 11 p.m., Monday through Friday, and 6:30 a.m. to 8:30 p.m. on Saturday and Sunday; however, the applicant would like to have approval to operate 24 hours per day, depending on market demand. The facility is expected to employ approximately 10 full time and 25 part-time people and will generally have anywhere from four to 14 employees on site at any given time.

The proposal includes a variety of amenities for members including a kids club (child care), juice bar/lounge area, indoor lap and family pool, group cycling and exercise classes, personal fitness training, cardio and weight machines, free weights, swimming lessons, steam room, sauna,

APPROVED: _____
Konradt Bartlam, City Manager

racquetball, a separate women's fitness area, stretching area and tanning. To accommodate all of these amenities, the applicant proposes addition of a 3,934 sq. ft. mezzanine within the building.

Analysis:

The project site is located at 1320 West Lockeford Street in the Lakewood Mall shopping center at the southwest corner of Lockeford and Ham Lane. The tenant space is currently occupied by Apple Market. The project site consists of approximately 3.5 acres and involves an existing 30,333 sq. ft. building with an adjoining parking lot that currently meets minimum landscaping requirements and accommodates 362 parking spaces. On the west side of the building (the back side), there is an existing loading dock with roll-up doors and some additional mature landscaping. Surrounding the site is an existing parking lot (to serve the project site), residential properties to the west, and commercial properties to the north and east.

All improvements associated with the project would occur entirely within the building footprints and would not involve expansion of the building. The proposed project and subsequent improvements will be subject to numerous provisions of the Lodi Municipal Code (i.e., the Fire Code, Zoning Code, Health and Safety Code) and the International Building Code. Other health and safety related requirements as mandated by law would apply where applicable to ensure the public health and welfare (i.e., seismic safety). In addition, the project would not be placed over a hazardous materials site, flood hazard area, or be located on unsuitable soil conditions. The project would not place any users of the facility near a hazardous materials site or involve the use or transport of hazardous materials or substances.

In November 15, 2012, the City received an application for a recreational fitness facility and required materials. Upon review of the applications and the materials submitted in support of the applications, staff prepared an Initial Study to determine the appropriate CEQA analysis for this project. Because the project is an in-fill project involving no physical expansion of the building, is consistent with the General Plan and Zoning Ordinance, and because no variance from regulations are required to accommodate the project, staff determined the project was categorically exempt from further CEQA analysis. A number of exemptions apply to the project, but staff chose to list Article 19 §15321, (Class 21) (a) (2), which applies to projects that are classified as an "Enforcement action by regulatory agencies" because it is the "adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective." A Use Permit application is an entitlement process and its approval is enforcement action. However, because an appeal has been filed on the basis of CEQA exemption, staff has listed all applicable CEQA exemption for the project below.

Environmental Assessments

The California Environmental Quality Act (CEQA) defines an action that has the potential to result in a direct or indirect physical change in the environment as a project. Such projects require environmental review unless specifically exempted by certain statutory or categorical exemptions. Staff performed a preliminary environmental assessment of the proposed In-Shape Fitness Facility project and found that the following categorical exemptions apply to the project: 14 CCR §15301(a) (Class 1), 14 CCR §15332 (Class 32), 14 CCR §15061(b)(3), and 14 CCR §15183.

The project is categorically exempt from CEQA review under 14 CCR §15301(a). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities or mechanical equipment, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project meets this exemption because the proposed use does not expand the physical use of the existing structure. Further, proposed alterations are to be made primarily to the interior of the existing building without increasing the square footage of the structure or changing its zoning designation.

The project is found to be categorically exempt from CEQA review under 14 CCR §15332. Class 32 consists of projects characterized as in-fill development meeting the following conditions: (a) the

project is consistent with the applicable general plan designation and all applicable general plan policies as well as with the applicable zoning designation and regulations, (b) the proposed development occurs within city limits on a project site of no more than five (5) acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the site of the proposed project can be adequately served by all required utilities and public services.

The proposed project site is located within the city limits and is less than five (5) acres; it consists of an existing 30,333 sq. ft. building (currently occupied by a single tenant grocery store) with an adjoining parking lot that accommodates 362 parking spaces. The proposed project can be adequately served by existing utilities and public services. The project site is within the C-S Zone, which allows for health club facilities and studios with the approval of a Use Permit, and is consistent with the city's General Plan. Surrounding the proposed project site is an existing parking lot (which will serve the proposed project), commercial properties to the north, south, and east and residential properties, buffered by a cinderblock wall, to the west. Because the site is surrounded by urban uses it has no value as habitat for endangered, rare or threatened species. The proposed project would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed project meets the intent of infill development under CEQA.

The proposed project is also exempt from CEQA under 14 CCR §15183 (projects consistent with a community plan, general plan or zoning). CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified shall not require additional environmental review. The project is consistent with the current zoning and the City's General Plan.

In addition, the proposed project is exempt from CEQA review under 14 CCR §15061(b)(3). A project is exempt from CEQA if it does not have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in questions may have a significant effect on the environment, the activity is not subject to CEQA. For the reasons discussed above, no significant environmental effects would occur as the result of the proposed project.

None of the exceptions to categorical exemptions as set forth in the CEQA Guidelines (14 CCR §15300.2) apply to the proposed project.

Although staff found the proposed project to be categorically exempt under CEQA (as discussed in detail above) an initial study (see Attachment 4), was also conducted and found that the project would not have a significant effect on the environment and as a consequence no mitigating measures are required. This finding was based, in part, on the fact that no significant adverse effect to water or air quality and no significant adverse impact to flora or fauna, traffic, land use, public structure, or infrastructure were identified. However, because the project is found to be categorically exempt under CEQA, there is no requirement for the preparation and posting of the Negative Declaration.

Required Findings for a Use Permit

The City of Lodi Planning and Zoning Commission has the authority to grant approval for Variances, termed 'adjustments', and Use Permits under the procedure set forth in Lodi Municipal Code §17.72. In granting a Use Permit pursuant to Lodi Municipal Code § 17.72.080, the Planning Commission is required to make the following findings:

- The establishment, maintenance or conducting of the use will not, under the circumstances of the particular case, be detrimental to the health, morals, comfort or welfare of persons residing or working in the neighborhood of the proposed use, or to property or improvements in the neighborhood, or will not be contrary to the general public welfare.

The required findings can be made to approve the project as proposed. The proposed health/fitness club complies with all requirements as set forth for the issuance of this Use Permit, in that the site is adequate in size, shape and topography for the proposed use, consisting of an existing building. Second, the site has sufficient access to streets, is adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use. Third, the proposed use is deemed to be consistent to the General Plan and the Zoning Ordinance. Fourth, the proposed use, as conditioned in Planning Commission Resolution No. 13-02, will not have an adverse effect upon the use, enjoyment or valuation of property in the neighborhood. Fifth, the proposed use will not have an adverse effect on the public health, safety, and general welfare because the proposed health/fitness club is a membership and health based organization, it is less likely than a retail facility (which is the current of the site and is a use that would be open to the general public), to cause any nuisance or enforcement problems within the neighborhood. Finally, the use of a health/fitness club is appropriate for the proposed location in that it would occupy an existing large scale retail building within an existing commercial center. A health/fitness club is a use that generally promotes and encourages healthy living within the community.

FISCAL IMPACT: None

FUNDING AVAILABLE: None

Konradt Bartlam
Community Development Director

KB/IB

Attachments:

1. Citizens for Equal Application of the Law Appeal dated January 23, 2013
2. Planning Commission Staff Report
3. Planning Commission Resolution No. 13-02
4. Initial Study/Categorical Exemption
5. Planning Commission minutes of January 9, 2013
6. Draft Resolution



APPEAL FORM

To: Rad Bartlam, City Manager
(Appropriate Department Head)

From: Randi Johl, City Clerk

Date: January 23, 2013

This is to notify you that our office has received the attached letter of appeal from the following:

Name: George A. Petrulakis
(Citizens for the Equal Application of the Law)

Address: c/o Janice Keating
Post Office Box 92
Modesto, California 95353

Phone Number: (209) 522-0500

Subject: Planning Commission Decision of 1/9/13
1320 West Lockeford Street (APN: 035-340-09)
Use Permit No. 12-U-19

Check list:

City Clerk's Office



Inform appellant he will be contacted by appropriate Department Head to set dates.

Department Head



City Council meeting date for setting Public Hearing 2/20/13.
(City Clerk to prepare Council Communication) (Date)



City Council meeting date for Public Hearing 3/6/13.
(Department Head to prepare Council Communication) (Date)



Department Head notify appellant by phone of meeting dates.

Return Completed Appeal Form to the City Clerk's Office.

PETRULAKIS LAW & ADVOCACY, APC
ATTORNEYS AND COUNSELORS AT LAW
1130 12TH STREET, SUITE B
MODESTO, CALIFORNIA 95354
TELEPHONE 209 522-0500
FACSIMILE 209 522-0700

GEORGE A. PETRULAKIS
BARBARA J. SAVERY, OF COUNSEL

PLANNING & POLICY
ANALYSTS
GILBERT D. BOSTWICK
CHRIS A. ESTHER

RECEIVED
JAN 23 2013
CITY CLERK

MAILING ADDRESS
POST OFFICE BOX 92
MODESTO, CA 95353-0092

January 23, 2013

Lodi City Council
c/o Ms. Randi Johl
City Clerk
City of Lodi
Lodi, CA 95241-1910

Via Fax & Hand Delivery

RE: Appeal of Planning Commission Decision to City Council

Dear Ms. Johl:

This letter is an appeal to the City Council of the Use Permit Number 12-U-19 and utilization of the Class 21 exemption under the California Environmental Quality Act for this use permit that were approved by the Planning Commission on January 9, 2013.

The material facts of the appeal and the reasons why the Planning Commission decision regarding this matter should be set aside are as follows:

The City processed the above referenced use permit utilizing a Class 21 CEQA exemption. Other more specific exemptions that would be more appropriate to an in-fill project were not used because the required conditions for these exemptions are not present. Consequently, the City used the Class 21 exemptions as a sort of "catch-all" exemption. This is an improper use of the Class 21 exemption as this exemption is intended for enforcement or revocation actions of regulatory agencies or law enforcement activities. It is not intended for the issuance of use permits for new land uses.

In a review of previous City uses of this exemption, it appears that the City utilizes this exemption in a pattern and practice of avoiding compliance with CEQA when other exemptions do not apply. In this manner, the City often employs this Class 21

Ms. Randi Johl
City Clerk
January 23, 2013
Page 2

exemption when the more ordinary initial study process is warranted. This subverts the important purpose of CEQA in ensuring that proper information regarding potential significant environmental effects is available to decision makers and the public.

In addition, the required findings for a use permit under the City's ordinances cannot be made in this case and are not supported by evidence.

According to your fee schedule (copy attached), the fee for an appeal is \$300. Enclosed with the hand-delivered version of this letter is check number no. 1332 in the amount of \$300 for this appeal. If this amount is incorrect, please contact me immediately.

Also enclosed is the form entitled "Application for Appeal" that was provided to Gilbert D. Bostwick of my office in response to his request for the "department hand out for appeal applications" cited in your Municipal Ordinance Section 17.88.060.A.3.b.

Thank you for your consideration of this appeal.

Very truly yours,

PETRULAKIS LAW & ADVOCACY, APC



George A. Petrulakis

cc: California Citizens for the Equal Application of the Law
Janice E. Keating



City of Lodi
Community Development Department
P.O. Box 3006
221 W. Pine Street
Lodi, California 95241-1910

RECEIVED

JAN 23 2013

CITY CLERK

Application for Appeal
Before the Board of Appeals
For the City of Lodi

General Information Required 209-522-0500

Appellant's Name George A. Petruklakis on behalf Phone _____

of California Citizens for the

Mailing Address equal application of the Law;

Jonice Keating

P.O. Box 92, Modesto, CA 95353

Relation to Subject Property (Pertaining To Appeal)

☐ Owner ☐ Tenant ☐ Property Manager/Agent

In the case of multiple appellants, each must fill out an Application for Appeal, but they can submit together under one fee.

Subject Address _____ Assessor's Parcel No. _____

Subject Property Owner's Name _____ Phone _____

See attached staff report dated 1-9-2013 concerning

should have been dated 2013) for Use Permit 12-U-19

Subject Property Owner's Mailing Address _____

STAFF USE ONLY

Appeal No. _____

Related Notices/Documents _____

Issued By: _____

Other: present testimony at 1-9-2013 Planning Commission meeting

Appeal Information Required

Provide a statement of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant, and any relief sought and reasons why it is claimed that the protested order or action should be reversed, modified, or otherwise set aside.

See my letter of 1-23-2013.

Attach Additional Pages If Necessary

Initial Review of Appeal: There will be an initial Administrative Review of this appeal to determine whether this Department can resolve the issues under appeal. If the issues can be resolved through this Administrative Review, then the \$300 Appeal Fee will be returned to the Appellant.

Staying Order Under Appeal: Except for Notices to Vacate, enforcement of any notice and order of the Building Official shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

I certify, under penalty of perjury, that I acknowledge the filing of this appeal and that the matters stated in this appeal are true and accurate.

Date 1-23-2013

Signature George A. Petruklakis

Print Name George A. Petruklakis

Date/Time Received _____

By: _____

Fee Paid: _____

**CITY OF LODI
PLANNING COMMISSION
Staff Report**

MEETING DATE: January 9, 2012

APPLICATION NO: Use Permit: 12-U-19

REQUEST: Request for Planning Commission approval of a Use Permit to operate a fitness facility in an existing building located at 1320 West Lockeford Street. (Applicants: Sandra Homan, on behalf of In-Shape Health Clubs, Inc.; File Number: 12-U-19)

LOCATION: 1320 West Lockeford Street
(APN: 035-340-09)
Lodi, CA 95240

APPLICANT: Sandra Homan, on behalf of In-Shape Health Clubs, Inc
6 South El Dorado Street, 7th Floor
Stockton, CA 95202

PROPERTY OWNER: Stone Brothers and Associates
5757 Pacific Avenue, Suite 220
Stockton, CA 95207-5159

RECOMMENDATION

Staff recommends that the Planning Commission approve the requested Use Permit to operate a fitness facility at 1320 North Ham Lane, subject to the conditions outlined in the draft resolution.

PROJECT/AREA DESCRIPTION

General Plan Designation: Commercial

Zoning Designation: C-S, Commercial Shopping

Property Size: 7.55 acre (total tenant space=32,094 sq ft)

The adjacent zoning and land use are as follows:

	General Plan	Zone	Land Use
North	Commercial	C-1, Commercial-Light Industrial	Strip mall
South	Commercial	C-1, Commercial-Light Industrial	Walgreen's
East	Commercial Low Density Res.	C-1, Commercial-Light Industrial R-LD, Residential Low Density	Commercial uses and single family residences
West	R-1: Single Family Res.	C-S, Commercial-Shopping	Mixed use shopping center

SUMMARY

The applicant, on behalf of In-Shape Health Clubs, Inc., has requested approval of a conditional use permit to allow a fitness facility in an existing, approximately 30,333 sq. ft. building. The project is proposed to be located within an existing single tenant building that is currently occupied Apple Market. The In-Shape Fitness Facility is proposed to be open seven days a week with operating hours likely falling between 4:00 a.m. to 11:00 p.m., Monday through Friday, and 6:30 a.m. to 8:30 p.m. on Saturday and Sunday; however, the applicant would like to have approval to operate 24 hours per day, depending on market demand. The project site is within the C-S Zone, which allows for health club facilities and studios with the approval of a Use permit.

PROJECT DESCRIPTION:

Existing Conditions: The project site is located at 1320 West Lockeford Street in the Lakewood Mall shopping center at the southwest corner of Lockeford and Ham Lane. The tenant space is currently

occupied by Apple Market. The project site currently consists of an existing 30,333 sq. ft. building with an adjoining parking lot that currently meets minimum landscaping requirements and accommodates 362 parking spaces. On the west side of the building (the back side), there is an existing loading dock with roll-up doors and some additional mature landscaping. Surrounding the site is an existing on parking lot (to serve the project site), residential properties to the west, and commercial properties to the north and east.

The In-Shape Fitness Facility is proposed to be open seven days a week with operating hours likely falling between 4:00 a.m. to 11:00 p.m., Monday through Friday, and 6:30 a.m. to 8:30 p.m. on Saturday and Sunday; however, the applicant would like to have approval to operate 24 hours per day, depending on market demand. The facility is expected employ approximately 10 full time and 25 part time people and will generally have anywhere from four to 14 employees on site at any given time.

The proposal includes a variety of amenities for members including a kids club (child care), juice bar/lounge area, indoor lap and family pool, group cycling and exercise classes, personal fitness training, cardio and weight machines, free weights, swimming lessons, steam room, sauna, racquetball, a separate women's fitness area, stretching area and tanning. To accommodate all of these amenities, the applicant proposes addition of a 3,934 sq. ft. mezzanine within the building.

BACKGROUND

Available City records indicate the project site was used by a grocery store called Sell-Rite since mid 1950s. The building was demolished and rebuilt in 1998 and was occupied by another grocery outfit called Landucci's Marketplace. Apple Marketplace in late 1999 and continues to operate the grocery. There are no outstanding code violations.

ANALYSIS

Conditionally permitted uses are those uses which, by their nature, require special consideration so that they may be located properly with respect to the objectives of the Municipal Code and with respect to their effects on surrounding uses and properties. In order to achieve these purposes, the Planning Commission is empowered to approve, conditionally approve, or deny applications for use permits.

Land Use Compatibility: One of the primary concerns in reviewing a conditional use permit application is the effect of the proposed use on surrounding properties. The location of the proposed fitness center is in a mixed use area consisting of neighborhood-serving shopping centers with retail stores, restaurants and personal service uses. The property has a land use designation of Commercial in the General Plan. This designation is intended to provide sites for large scale retailers and major retail centers. Since the proposed project would include a fitness facility occupying space within an existing relatively large scale retail building, the proposed project would be consistent with the goals and objectives of the General Plan. Further, the project site is zoned Commercial-Shopping (C-S) District. The proposed use of a health/fitness club and gym falls under the use classification of Commercial Recreation and Entertainment as defined by Lodi Municipal Code. Commercial recreation uses within a building and within the C-S District would be permitted subject to the approval of a use permit.

Parking: The parking for building was constructed per Lodi Municipal Code §17.60.100, at a ratio of 1 space per 250 square feet for general commercial-type uses. The shopping center encompasses 72,651 sq. ft. of tenant spaces, including the subject tenant space. Calculated at a ratio of four per thousand square feet $[(72,351/1000) \times 4]$, a total of 290 parking stalls would be required to serve the entire shopping center. The shopping center provides a total of 361 parking stalls. However, certain uses generate higher parking demand. A gym is such a use and, therefore, it's parking demand is calculated differently.

A gym/health club is required to have at least one parking space per each 250 sq. ft. of floor area, one space for each 150 sq. ft. of gross swimming pool surface area, and two spaces for each racquetball court. In Shape proposes two racquetball courts (1,600 sq. ft.), 1,575 sq. ft. of swimming pool surface area, and a general space of 28,918 sq. ft. With the addition of the new 3,934 sq. ft.

mezzanine area, the new total square footage of the proposed gym would be 32,093 sq. ft., which would yield a parking requirement for 131 spaces. In addition, 115 parking stalls would be required to meet the demands of the various tenants. In order to accommodate the gym as proposed, a total of 246 stalls would be needed. Since Lakewood Mall provides a total of 361 parking stalls, which are non-exclusive and reciprocal, there is sufficient onsite parking available for accommodate the proposed use.

Hours of operation: The In-Shape Fitness Facility is proposed to be open seven days a week with operating hours likely falling between 4:00 a.m. to 11:00 p.m., Monday through Friday, and 6:30 a.m. to 8:30 p.m. on Saturday and Sunday; however, the applicant would like to have approval to operate 24 hours per day, depending on market demand. Based on a research project conducted by Institute of Transportation Engineers, health club parking demand varies by hour of day, day of week and month of year:

- January is commonly the busiest month;
- Mondays are usually the busiest day of the week;
- For suburban health clubs, typically 5:00 a.m. to 7:00 a.m. and 6:00 p.m. to 7:00 p.m. is the peak hour; and
- Health clubs located in an urban, mixed-use environment commonly experience a peak hour during the lunch hour, from 12:00 p.m. to 1:00 p.m.

Peak hours for the proposed gym would fall between 5:00 a.m. to 7:00 a.m. and 6:00 p.m. to 7:00 p.m. As such, it is highly unlikely the proposed use will conflict with the other tenants in the shopping center.

Noise: All fitness activities would occur within the building envelop; therefore, staff does not anticipate any adverse noise impacts upon the surrounding area. If the gym becomes a concern regarding noise, a condition has been added to allow for review of the permit by the Community Development Department or, if needed, return to the Planning Commission for additional conditions or even revocation of the permit.

Signage: No signage is proposed as part of this application; however, any signage would be required to conform to sign standards established by the Lodi Municipal Code Section 17.63, and would require plan submittal for review and approval by Community Development Department prior to installation.

Staff believes the Commission can make the required findings to approve the Use Permit as proposed. The use of a health/fitness club is appropriate for the proposed location in that it would occupy an existing vacant large scale retail building within an existing commercial center. A health/fitness club is a use that generally promotes and encourages healthy living within the community. In addition, because the health/fitness club is a membership and health based organization, it would be less likely than a retail facility (which was the previous use of the site and is a use that would be open to the general public), to cause any nuisance or enforcement problems within the neighborhood. If, in the future, concerns arise, and the Director/Police Department determines it necessary, the Use Permit can be subject to review by the Planning Commission to consider the business's operation for compliance with the conditions of the Use Permit. The City further reserves the right to periodically review the area for potential problems. If the operator is unable to abide by the conditions of approval, or prevent objectionable conditions from occurring, the Police Department or the Planning Commission will have the authority to modify, suspend, or revoke this Use Permit approval. Therefore, staff believes the proposed fitness center use would be beneficial to the other businesses as well as the proximate neighborhoods.

ENVIRONMENTAL ASSESSMENTS

The project was found to be Categorically Exempt according to the California Environmental Quality Act, Article 19 §15321, Class 21 (a) (2). The project is classified as an "Enforcement action by regulatory agencies" because it is the "adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule,

standard, or objective.” No significant environmental impacts are anticipated and no mitigation measures have been required.

PUBLIC HEARING NOTICE:

Legal Notice for the Use Permit was published on Saturday, December 29, 2012. Eight-two (82) public hearing notices were sent to all property owners of record within a 300-foot radius of the project site as required by California State Law §65091 (a) 3. Public notice also was mailed to interested parties who had expressed their interest of the project.

ALTERNATIVE PLANNING COMMISSION ACTIONS:

- Approve with additional/different conditions
- Deny the request
- Continue the request

Respectfully Submitted,

Concur,

Immanuel Bereket
Associate Planner

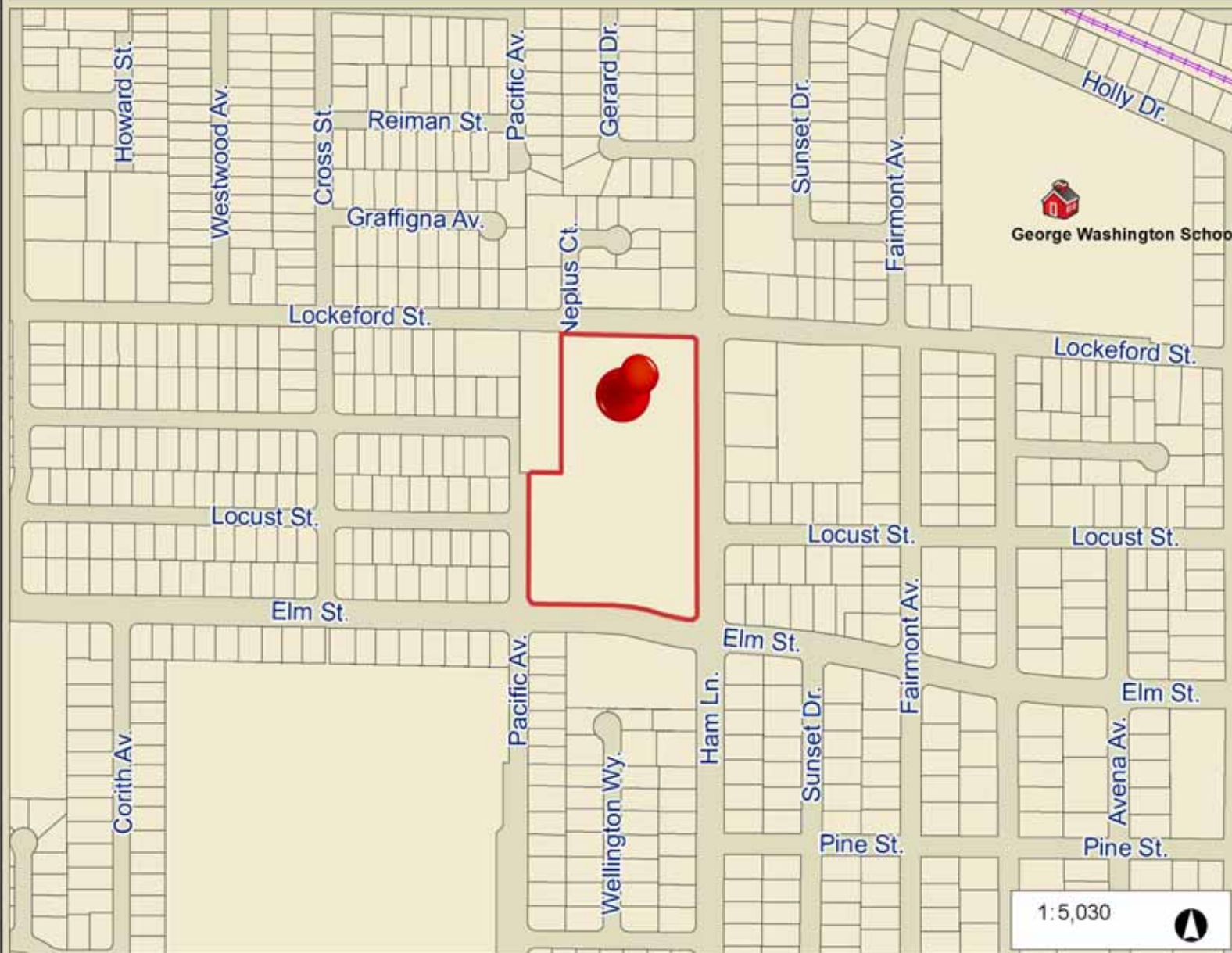
Konradt Bartlam
Community Development Director

ATTACHMENTS:

- A. Vicinity Map
- B. Aerial Map
- C. In-Shape Project Statement
- D. Existing and Proposed Floor Plan
- E. Color Rendering
- F. Draft Resolution



VICINITY MAP



Legend

 Project Site

1:5,030



838 0 419 838 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

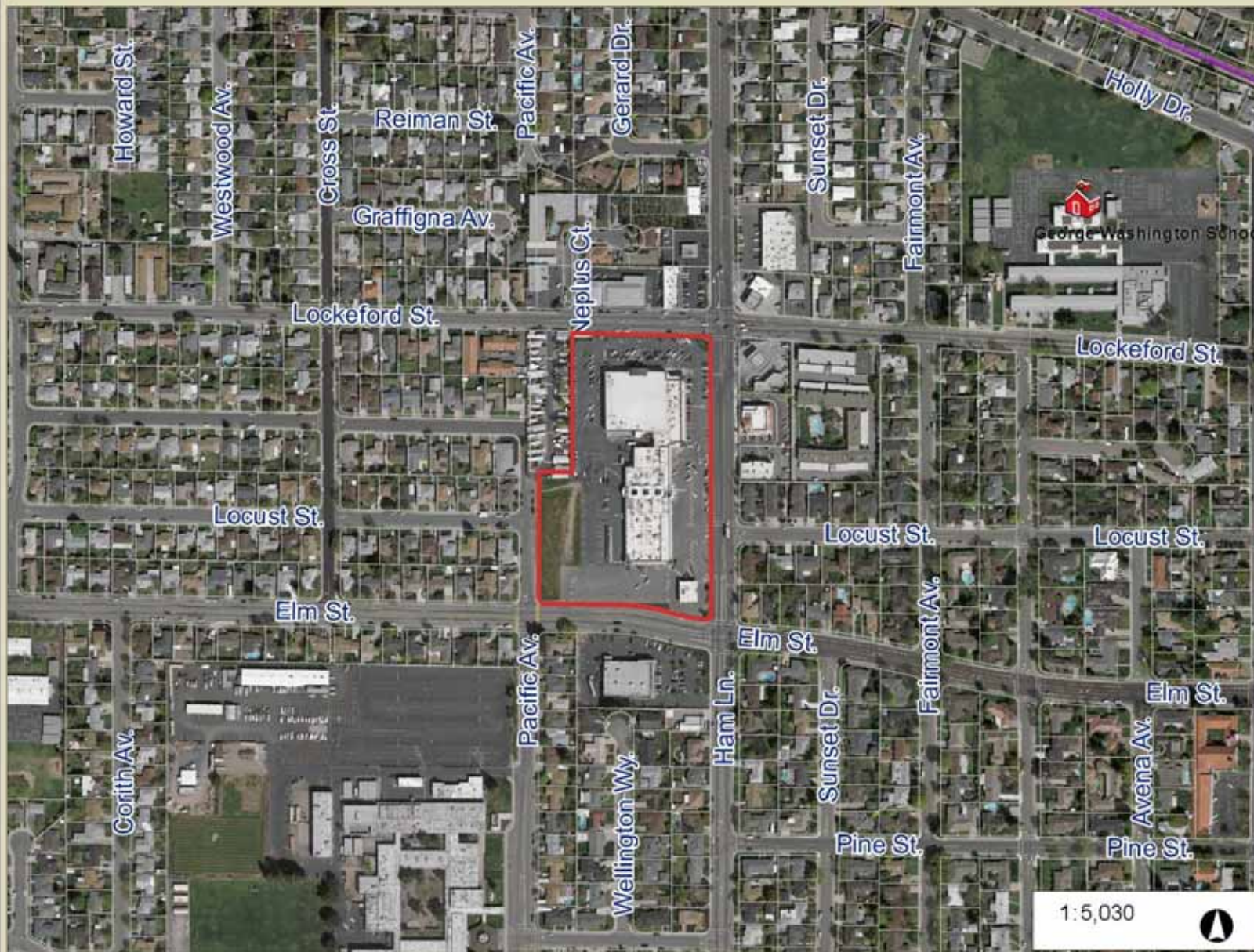
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

For Reference Only.



Aerial Map



Legend

Landmarks

- ARCH
- CITYBUILDINGS
- CITYHALL
- COURT
- DOG PARK
- FIRESTATIONS
- HIGH SCHOOLS
- HOSPITALS
- LIBRARY
- LAND-MARKS
- PARKS
- POLICE
- POST OFFICE
- SCHOOLS
- SKATEPARK
- SOFTBALL
- STADIUM
- THEATRE
- TRAIN

Railroads

Street Names

- Parcels (Outline)
- City Limits

2008 Apr 6 inch

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:5,030



838 0 419 838Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet
© City of Lodi Geographic Information Systems

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

For Reference Only.



PROJECT STATEMENT:
1320 WEST LOCKEFORD STREET – LODI, CALIFORNIA

INTRODUCTION

In-Shape Health Clubs, Inc., a Stockton, California-based company with more than 60 locations in California (“In-Shape”), is proposing a fitness facility for 1320 West Lockeford Street in the Lakewood Mall shopping center at the southwest corner of Lockeford and Ham Lane. The site is currently occupied by Apple Market. In-Shape is very excited about the possibility of bringing one of its signature clubs to Lodi.

PROCEDURAL BASIS

The zoning classification for the property is Commercial Shopping District (CS). The proposed fitness use is permitted under a Conditional Use Permit as governed by Chapter 17.72, Adjustments and Use Permits. The General Plan Designation for the site is Commercial. The proposed use is consistent with the intent of the General Plan. This application and request is submitted in accordance with Chapter 17.72 and all other applicable sections. Applicant believes this request is appropriate to be reviewed as a Conditional Use Permit for this zone. The findings required under Chapter 17.72.080 can be made, in that the establishment, maintenance and/or the conduct of the use will not, under the circumstances of this particular case, be detrimental to the health, morals, comfort or welfare of persons residing or working in the neighborhood of the proposed use, or to property or improvements in the neighborhood, or will not be contrary to the general public welfare. The project is believed to be exempt from CEQA under California Administrative Code Title 14 Section 15061 (b)(3).

COMPANY BACKGROUND

In-Shape Health Clubs, Inc. was founded in 1981 in Stockton, California, with the goal of creating a family fitness atmosphere and helping to improve quality of life and lifestyle for its members. Now with over 60 clubs throughout central California, including existing Vallejo clubs at 765 Sereno Boulevard and 125 Lincoln Road East, In-Shape remains committed to its founding message. In-Shape is a leader in the fitness industry with a proven track record of successful, well-received and impressively appointed facilities, strong membership retention and a variety of programs to encourage and support physical fitness, good health and balanced wellness. In-Shape facilities range from 6,000 to over 60,000 square feet and include, where applicable, group programs, children’s areas, well-appointed locker rooms, free exercise space, individual fitness training, family facilities and state of the art fitness equipment and the latest in exercise physiology and technology. The company promotes corporate memberships and wellness programs with an emphasis on healthy lifestyles for adults and children alike. In-Shape programming supports a wide variety of interests among members of all ages and strives to offer the broadest

selection and highest quality of services and facilities for the most affordable rates possible. More information can be found at inshapeclubs.com.

PROJECT OVERVIEW

In-Shape's plan is to bring a state of the art, family oriented fitness destination to Lodi at 1320 West Lockeford. The facility will offer a wide variety of amenities and fitness selections and will maintain the neighborhood feel and accessibility that has been a cornerstone of Lakewood Mall's success since its inception. No changes are planned for the exterior of the building or the shopping center.

The first floor is comprised of 27,637 square feet and a mezzanine will add 3,934 square feet for a total including accessory and circulation areas of 31,571 square feet. The interior of the space will welcome members and guests to a spectrum of amenities including group exercise and cycling, multiple exercise areas, cardio theatre, indoor pool, racquetball, mens' and womens' locker rooms and kids' club (see Appendix 1 for complete table).

OPERATIONAL HIGHLIGHTS

Relevant aspects of operations for the proposed use are outlined below.

1. The club will employ 8 full time and 14 part time individuals and will provide opportunities for approximately four independent contractors.
2. Bicycle parking will be provided, and alternative transportation will be encouraged.
3. A new trash enclosure will be constructed per City standards.
4. Applicant requests approval to operate up to 24 hours per day depending on member preference. No decision has yet been made as to operating hours. It is the corporate policy of In-Shape to operate 24 hours per day as member needs dictate. The percentage of residents who are subject to rotating occupational shifts or other non-traditional work hours, such as military, law enforcement and health care, has been found in nearby In-Shape facilities to be high enough to warrant 24-hour operation.
5. Expected membership level is confidential, however, peak usage hours are 5:00 a.m. to 7:30 a.m. and 5:30 p.m. to 7:30 p.m. As such the proposed use will complement existing uses in the center that have peak hours that are more typical of commercial and retail uses.
6. Noise levels for this use are likely to be less than those generated by the previous use. The proposed project will comply with any applicable noise ordinances.
7. The proposed project will not emit any noxious odors, vibrations or other air quality concerns.

SITE CONSIDERATIONS

Parking. Parking requirements for the proposed use are subject to Chapter 17.60.100 D 11, 12 and Chapter 17.60.120 of the Zoning Ordinance. One parking space for every 150 square feet of pool surface area and two spaces for each court are required. Beyond that, parking is to be determined by the Planning Commission for any uses not otherwise identified. Applying a standard typical for Applicant's existing facilities of comparable size, a 1:250 ratio for non-designated use areas is reasonable. This brings the total parking requirement for the proposed use to 115 (see Appendix 1 for complete table).

The premises is located within the Lakewood Mall, a shopping center containing multiple uses all served by reciprocal and non-exclusive parking (Protective Covenants, Conditions and Restrictions Affecting the Real Property Known As Lakewood Shopping Center recorded November 29, 1963, volume 2759 of Official Records, page 189). Total parking on the shopping center parcel is stated by the shopping center owner to be 362 which includes 15 accessible stalls. Under Chapter 17.60.080, whenever a single lot contains several different activities, the overall requirement for off-street parking and loading shall be the sum of the requirements for each such activity calculated separately. Based on the current tenant mix, a total of 230 parking spaces should be provided, including parking for the proposed use (see Appendix 2 for complete table).

Based on this, parking in the center is adequate to serve the anticipated membership and usage of the proposed use along with all existing tenants.

Signage. Signage will be submitted under separate application. Applicant will comply with the Sign Criteria for Lakewood Mall and the Sign Ordinance.

Site Lighting. No changes are planned or necessary for existing site lighting. Lighting as currently in place is believed to be in compliance with all applicable state and local ordinances and requirements.

Landscaping. The site is completely landscaped and no changes are planned.

Compatibility with Surrounding Uses. The proposed site, a fully developed commercial property, is bordered on the north and east by existing commercial uses, to the west by residential and the south by residential. The tenant space is sufficiently distant from residential areas such that no impact is expected.

COMPLIANCE WITH SITE DEVELOPMENT STANDARDS

The proposed project is appropriate for the tenant space and will

- make a positive contribution to existing development in the area;
- be harmonious and compatible with the design of surrounding existing uses;
- respect views, privacy and access to light and safety of neighboring properties; and
- not adversely affect neighboring properties.

USE PERMIT FINDINGS

Findings required to be made under Chapter 17.72.080 state that, to approve the use permit, the proposed use, and its

establishment, maintenance and/or the conduct of the use will not, under the circumstances of this particular case, be detrimental to the health, morals, comfort or welfare of persons residing or working in the neighborhood of the proposed use, or to property or improvements in the neighborhood, or will not be contrary to the general public welfare.

In response, the following conclusions are appropriate:

1. The project as proposed is well-suited for this existing building. The use is compatible with and highly desirable as a complement to existing surrounding uses.
2. The use encourages and promotes healthy, balanced lifestyles and is positive influence for people of all ages and walks of life.
3. Utilities and infrastructure existing and ready to serve the site are adequate for this proposed use and require no intensification.
4. The project will have no harmful effects on any desirable neighborhood characteristics and in fact will enhance the neighborhood.
5. The project will be served adequately by existing streets and transportation systems and will not require any change to such systems.
6. No impact of or detriment from the project, if any, results in any condition that is contrary to the intent of the General Plan.

CONCLUSION

Fitness facilities promote public health and general welfare and have been a valued and welcome participant in communities, neighborhoods and commercial shopping districts for many years. In-Shape facilities in particular are well-received, and contribute positively to community well-being. In-Shape is committed to maintaining this contribution long into the future and is very pleased to expand its involvement in the Lodi community.

SUBMITTAL ELEMENTS

Application and Environmental Assessment form
Project Statement
Exhibit A – Existing Site Plan
Exhibit B – Existing Floor Plan
Exhibit C – Proposed First Floor Plan
Exhibit D - Proposed Mezzanine Plan
Exhibit H Existing Elevations

APPENDIX 1

Proposed Use Area	Sq. Ft.
Free weights	2,560
Cardio, 1st floor	2,971
Group exercise	2,174
Kids club	1,765
Reception/lounge	1,231
Sales	72
Sales Manager	97
Abs/Stretch	753
Selectorized	1,018
Functional	773
Racquetball	1,600
Mens lockers	1,888
Womens lockers	1,900
Pool	5,261
Laundry/storage	318
Sauna	62
Steam	75
Aqua storage	43
General Manager	113
Staff	74
Family Changing Room	77
Group Cycle	740
Sales	462
Cardio, mezzanine	547
CBP Training	105
Shapes	1,521
<i>Total Use Area SF</i>	28,200
 Total accessory and circulation area	 3,371
Total overall square footage	<u>31,571</u>
 Total Use area of racquetball and pool service area (1,575sf) (excluded for parking count purposes)	 3,175

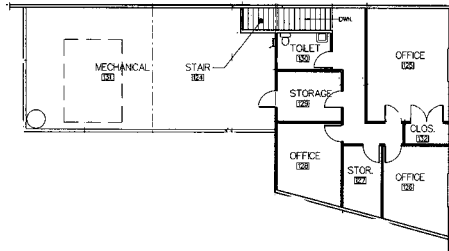
APPENDIX 1

APPENDIX 2

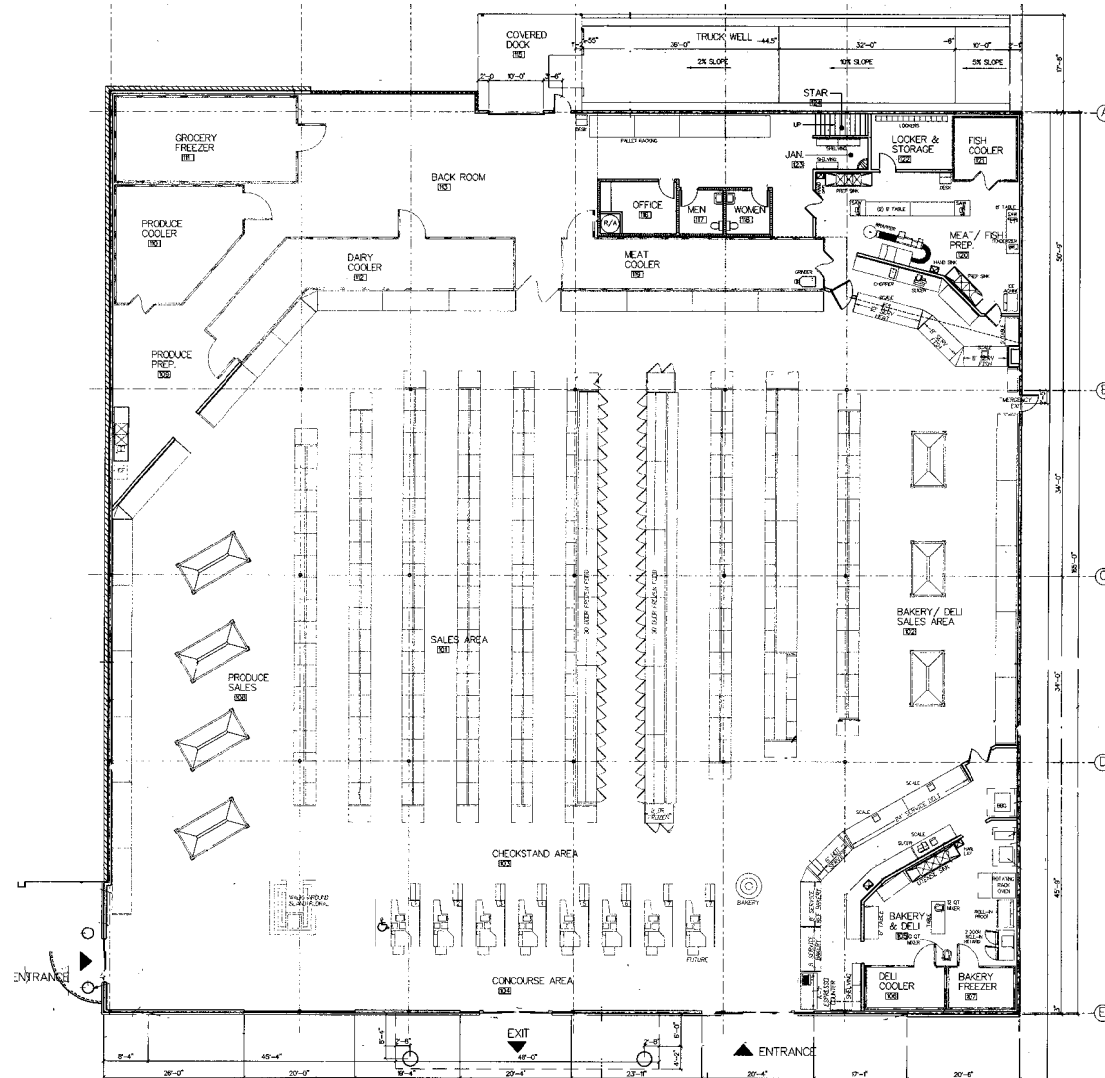
Suite No.	Use/Business (Seating is estimated)	Sq. Ft.	Parking Ratio	Parking Required
1365	Vacant (most likely future use: retail)	2090	500	4
209	Vacant (most likely future use: retail)	1781	500	4
10	Skyline Barbershop	300	200	2
990	Rick's Pizza (Seating: 40)	2364	1:4 seats	10
105	Advance America	1095	250	4
1306	Perfect Pear	525	500	1
1308	Sheri's Hair Shop	820	200	4
1313	J'aime Nail	765	200	4
1321	Dragon Lite Deli (Seating: 16)	1624	1:4 seats	4
135	Baskin Robbins (Seating: 10)	1080	1:4 seats	3
1355	State Farm	1257	250	5
1373	Lodi Community Arts Center	1870	500	4
145	Gourmet Bread Bowl (Seating: 20)	1320	1:4 seats	5
211	Randall's	2200	500	4
215	Lakewood Liquors	2324	500	5
223	Precision 6 Hairstyling	960	200	5
225	Max Muscle	810	500	2
227	Style of India Eyebrow	600	200	3
231	Wrappin' Up	1015	500	2
235	Matsuyama Restaurant (Seating: 35)	1200	1:4 seats	9
239	House of Coffee (Seating: 8)	900	1:4 seats	2
89	Umpqua Bank	2000	300	7
D11	Dollar Tree	12180	500	24
<i>Total Parking, Existing Uses</i>				115
		41080		
Total Parking for Proposed Use				
	Racquetball courts at 2 per court		2 per ct	4
	Pool surface area	1575	150	11
	Remainder SF (discretionary) ¹	25025	250	100
	Subtotal, proposed use			115
TOTAL PARKING OVERALL				230

¹ The Parking Ordinance provides parking requirements for court uses and pools. Under Chapter 17.60.120, "parking requirements for land uses not specified...shall be determined by the planning commission. Such determination shall be based on the most comprable use specified in these standards. Applicant has applied a ratio of 1:250sf for any use areas not otherwise specified in this Chapter.

APPENDIX 2



1 EXISTING MEZZANINE PLAN
SCALE: 3/32" = 1'-0"



1 EXISTING MAIN FLOOR PLAN
SCALE: 3/32" = 1'-0"



EXHIBIT C: EXISTING FLOOR PLANS

USE
PERMIT:

CLUB #66
IN SHAPE HEALTH
CLUBS, INC

1320 WEST LOCKEFORD STREET
LODI, CA. 95242

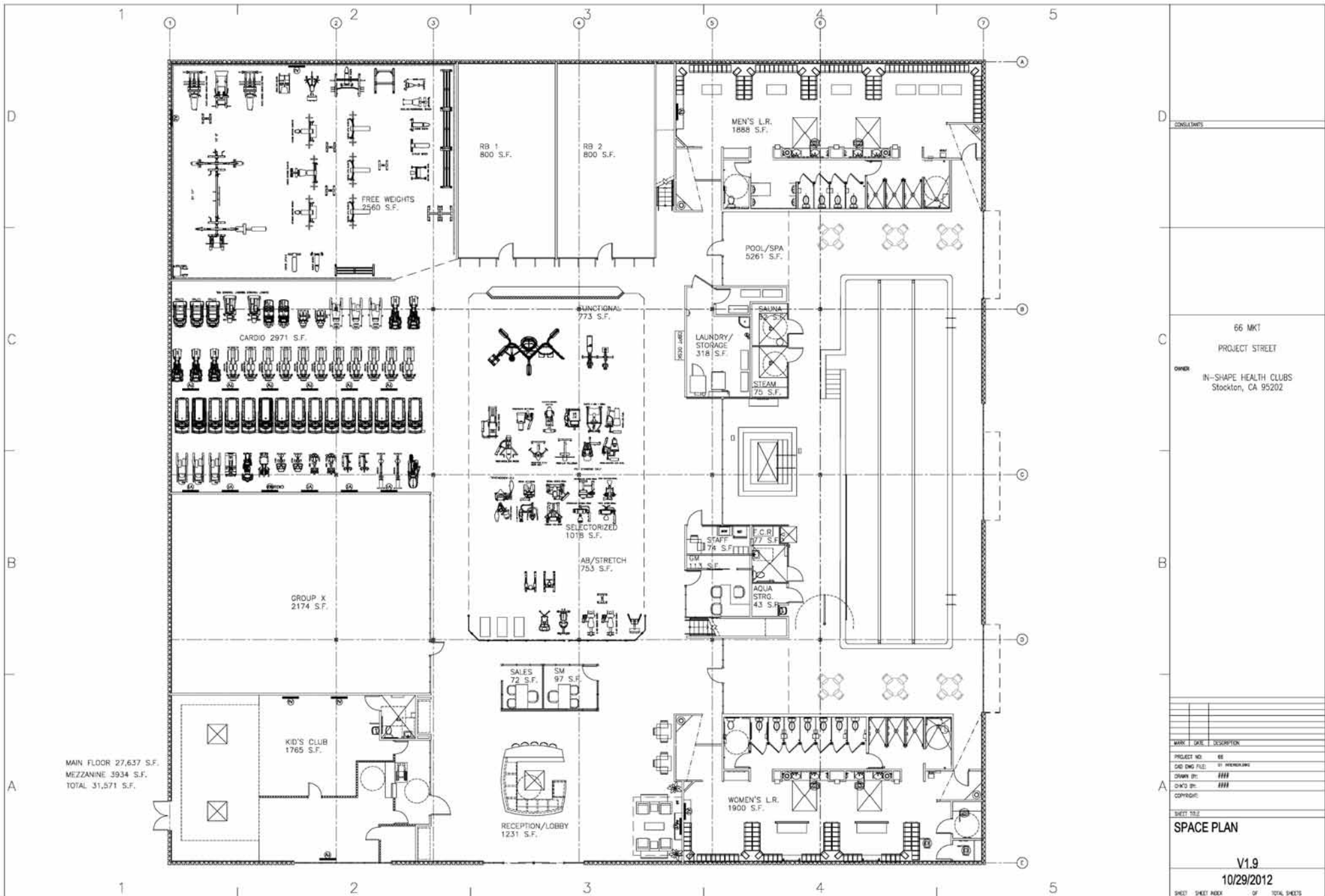
PLANNING
ARCHITECTURE

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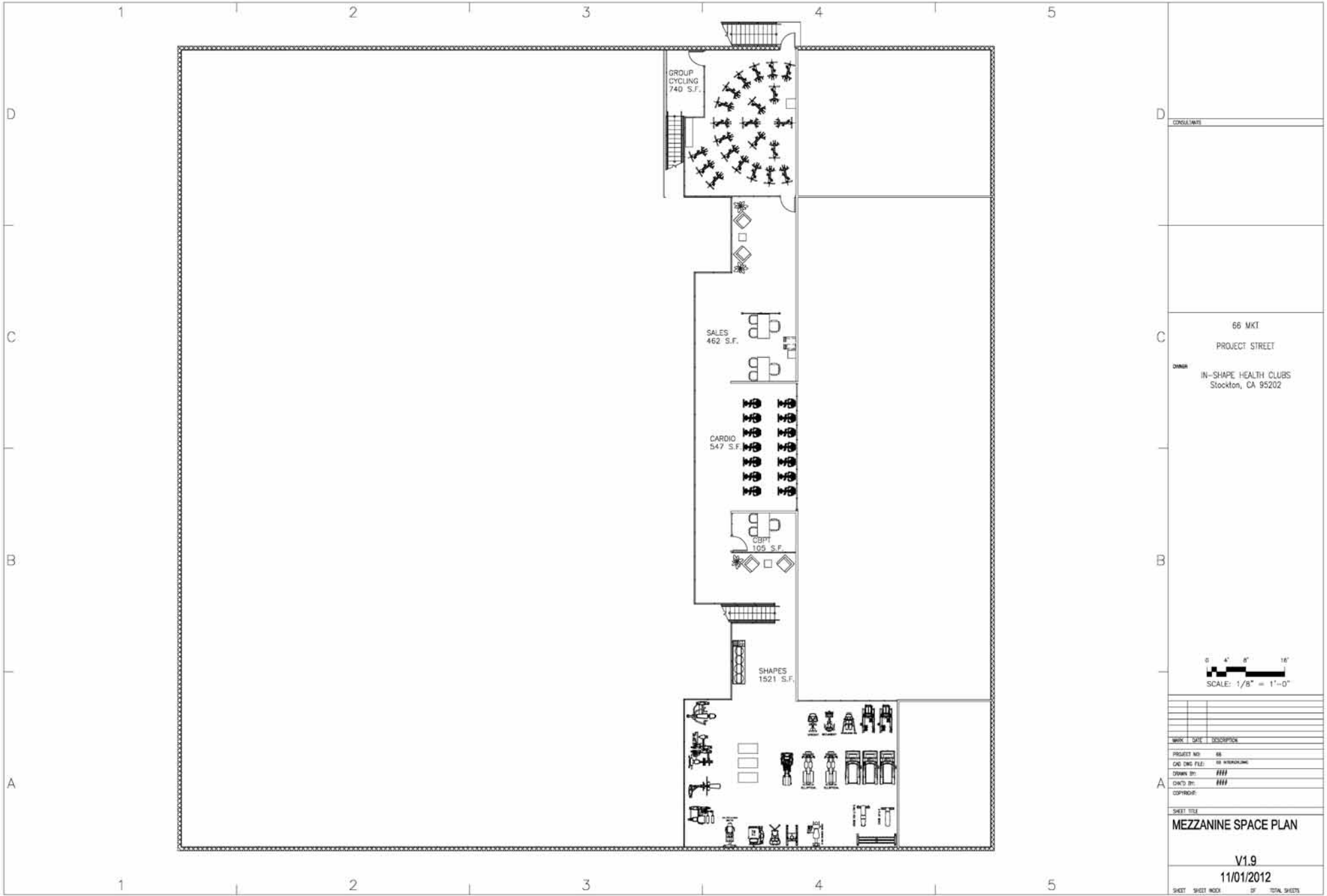
ARCHITECTURE PLUS INC.
4335-B NORTH STAR WAY
MODESTO, CA 95356

ph. 209.577.4661
fx 209.577.0213

www.aplarc.com



CONSULTANTS		
66 MKT		
PROJECT STREET		
OWNER		
IN-SHAPE HEALTH CLUBS		
Stockton, CA 95202		
MARK	DATE	DESCRIPTION
PROJECT NO.	66	
DATE ENG FILE	10/29/2012	
DRAWN BY	HHH	
CHECKED BY	HHH	
COPYRIGHT		
SHEET TITLE		
SPACE PLAN		
V1.9		
10/29/2012		
SHEET	SHEET INDEX	TOTAL SHEETS



CONSULTANT

66 MKT
PROJECT STREET
OWNER
IN-SHAPE HEALTH CLUBS
Stockton, CA 95202

0' 4' 8' 16'
SCALE: 1/8" = 1'-0"

DATE	DESCRIPTION
PROJECT NO:	66
CAD FILE:	66-MKT-CLUBS
DRAWN BY:	III
CHECKED BY:	III
COPYING:	

SHEET TITLE
MEZZANINE SPACE PLAN

V1.9
11/01/2012

SHEET	SHEET NO.	OF	TOTAL SHEETS

IN-SHAPE CLUB 66-LODI

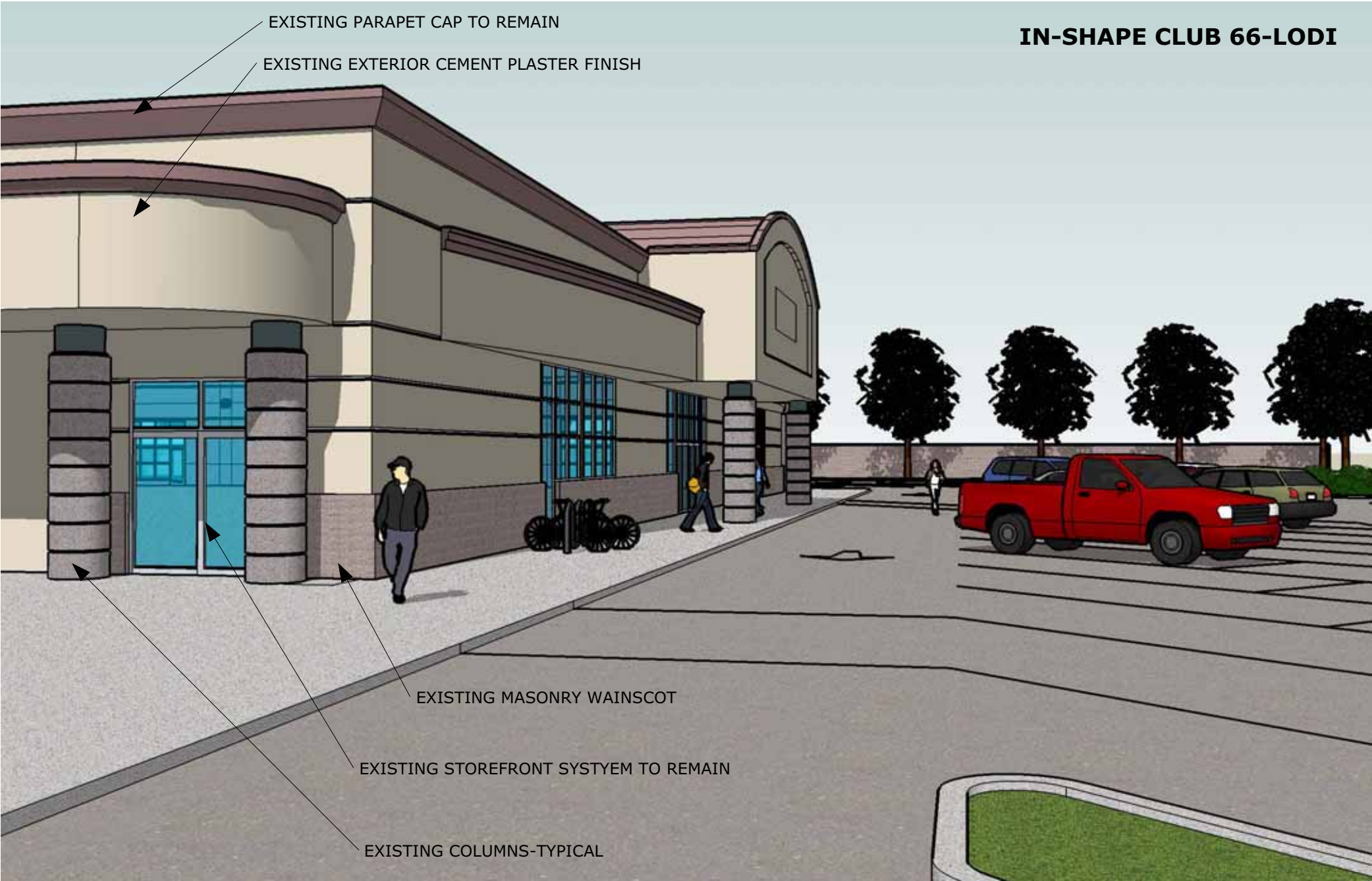
EXISTING PARAPET CAP TO REMAIN

EXISTING EXTERIOR CEMENT PLASTER FINISH

EXISTING MASONRY WAINSCOT

EXISTING STOREFRONT SYSTEM TO REMAIN

EXISTING COLUMNS-TYPICAL



IN-SHAPE CLUB 66-LODI

EXISTING PARAPET CAP TO REMAIN

EXISTING EXTERIOR CEMENT PLASTER FINISH

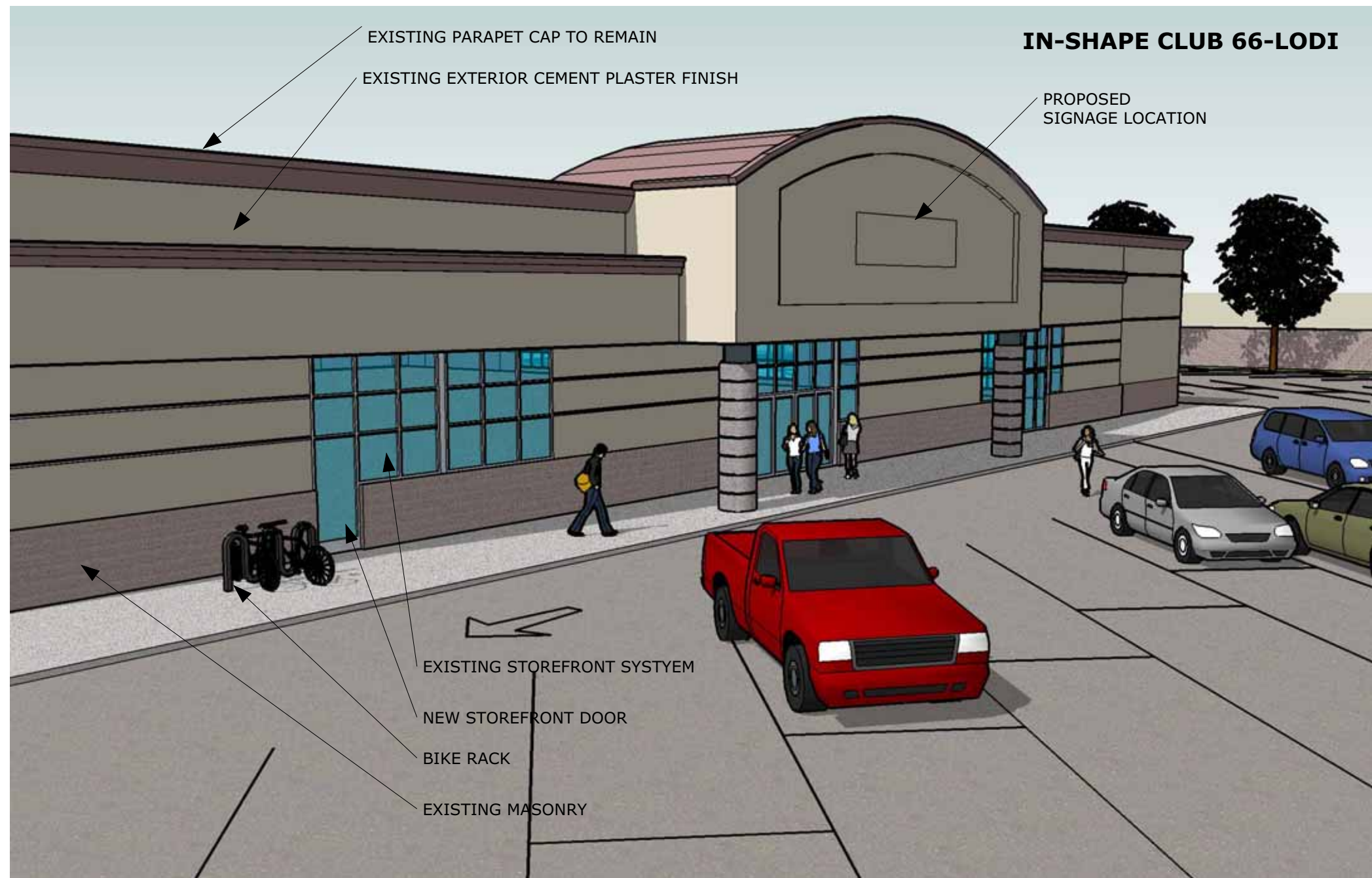
PROPOSED
SIGNAGE LOCATION

EXISTING STOREFRONT SYSTEM

NEW STOREFRONT DOOR

BIKE RACK

EXISTING MASONRY



IN-SHAPE CLUB 66-LODI

PROPOSED
SIGNAGE LOCATION

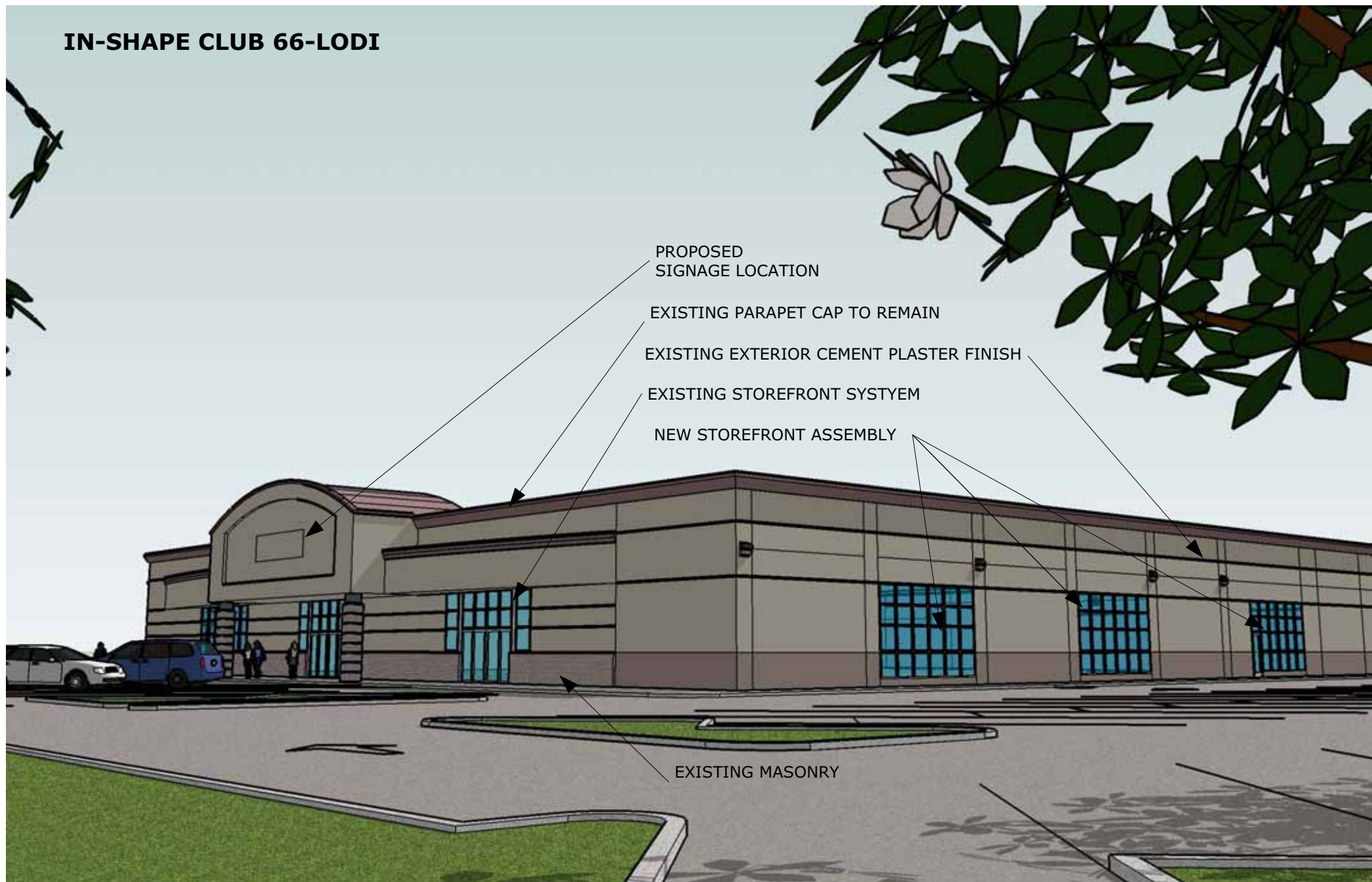
EXISTING PARAPET CAP TO REMAIN

EXISTING EXTERIOR CEMENT PLASTER FINISH

EXISTING STOREFRONT SYSTEM

NEW STOREFRONT ASSEMBLY

EXISTING MASONRY



Item 3c**Kari Chadwick****Subject:** FW: Apple Market Survey

Kari/Rad

I received the attached from Joyce Harmon re the loss of Apple Market. Will you please see that the Planning Commission receives a copy of this email. I will try to find out what else she sent and where it went.

Thanks

Bob

----- Forwarded message -----

From: **Bob Johnson** <value@softcom.net>

Date: Wed, Jan 9, 2013 at 8:17 AM

Subject: Re: Apple Market Survey

To: Joyce Harmon <joyharmon@att.net>

Joyce

The planning commission is hearing this matter this evening. I will make sure they get this information

Bob

Sent from my iPhone

On Jan 8, 2013, at 10:21 PM, Joyce Harmon <joyharmon@att.net> wrote:

> Bob: Re the pending loss of Apple Market. So far I have collected 30
> Survey signatures in my neighborhood.
>
> RESULTS: 29 in favor of a grocery store, 1 in favor of a fitness
> center. No doubt about how the neighborhood feels.
>
> I understand that In-Shape Fitness Center has rented space in the
> Blockbuster Video building across the street, possibly for taking
> membership applications. Is this a bit premature?
>
> I think my survey was worth doing. The results are just what I
> thought they would be, but probably won't help us much when the
> final decision is made.
>
> It is all MONEY, which I also understand, and APPLE won't be the
> only grocery store we will lose for the same reason when Walmart
> opens.
>
> Not much point in my collecting more signatures. The percentages
> would be the same. "Nothing ventured, nothing gained...."
>
> You will find my Survey results at your City Hall address.
>
> Thanks for 'listening',
>
> Joyce Harmon

01/09/2013

Apple Market Survey

January 8, 2013

Bob:

Re the pending loss of the Apple Market. So far I have collected 30 Survey signatures in my neighborhood.

Results: 29 in favor of a grocery store, 1 in favor of a fitness center. No doubt about how the neighborhood feels.

I understand that In-shape Fitness Center has rented space in the Blockbuster Video building across the street, possibly for taking membership applications. Is this a bit premature?

I think the Survey was worth doing. The results are just what I thought they would be, but probably won't help us much when the final decision is made.

It is all MONEY, which I also understand, and Apple is not the only grocery store we will lose when Walmart opens.

Not much point in my collecting more signatures. The percentages would be the same. "Nothing ventured, nothing gained'....but you never know.

Thanks for 'listening',

Joyce

Joyce Harmon

FROM GWIN
PADEN'S COLUMN
IN THE SENTINEL

I don't think I am the only one to be upset by the news that Apple Market may be replaced by some kind of fitness center. It's the anchor store of the Lakewood shopping center, and its prices are lower than Raley's or Safeway's, generally speaking. It's a place where everyone knows just about all the workers there, and where you can run into at least one person you know every time you go in. Why can't they put the fitness center in the empty Blockbuster building across the street?

	A	B	C	D
1	Which would you prefer,			
2	a grocery store or a fitness center			
3	in the Apple Marketplace location?			
4				
5				
6	Grocery Store	Fitness Center	Your Name	Your Address
7	✓		JAYDE HARMON	19 N. PINWOOD CT. Lodi
8	✓		ART MCKEOWN	33 N PINWOOD CT.
9	✓		Mr. Paul Spivey	38 Pinewood Ct.
10	✓		J Ann Davis	38 Pinewood Ct.
11	✓		Cathy Rivers	38 Pinewood Ct.
12		✓	Jim Mize	26 Pinewood CT
13	✓	368-0317	Lucille Foley	20 Pinewood Ct.
14	✓		Lois Besmond	8 Pinewood Ct.
15	✓	(2)	J & C STARK	1818 W. Pine St
16	✓		Brent H	310 Pinewood Ct.
17	✓		Katie Granes	15 Pinewood Ct
18	✓		Andy Palmer	14 Pinewood CT
19	✓		Judith Walstead	27 Pinewood Ct., Lodi, Ca. 95242
20	✓		TED Lacy	10 N LOMA DR
21	✓		Daniel Perrin	112 W Pine

	A	B	C	D
1	Which would you prefer,			
2	a grocery store or a fitness center			
3	in the Apple Marketplace location?			
4				
5				
6	Grocery Store	Fitness Center	Your Name	Your Address
7	X		TOM TANABE	1701 W. Pine St.
8	X		JANIS TANABE	" " "
9	X		DUANE MILLER	1711 W. PINE ST
10	X		Jillian Lewis	1730 W Pine St.
11	X		Melissa Loren	1800 W. PINE STREET
12	X		John S. MLER	1806 W. PINE ST.
13	X		Vern F. Weigum	401 N. Ham Ln
14	X		Debra Skyles	112 Otta Dr
15	X		Nancy Mehlhoff	1906 Colette St.
16	X		Ron Wilson	1919 Colotte St.
17	X		ARIAN MEHLHOFF	1931 CEDAR RIDGE DR #77
18	X		Sam M...	936 LAKE HOME DR
19	X		Chad Pittingale	936 Lake Home Pl
20	X		Eve Hafsinger	531 Charleston way Lot
21	X		Amelia E. Inet	1710 Normandy Ch., Lodi

RESOLUTION NO. P.C. 13-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI APPROVING A USE PERMIT (12-U-19) TO ALLOW THE OPERATION OF A HEALTH CLUB CENTER KNOWN AS IN-SHAPE CLUB AT 1320 WEST LOCKEFORD STREET

WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested Use Permit, in accordance with the Lodi Municipal Code, Section 17.72.070; and

WHEREAS, the project site is located at 1320 West Lockeford Street, Lodi, CA 95240 (APN: 035-340-09); and

WHEREAS, project proponent is Sandra Homan, on behalf of In-Shape Health Clubs, Inc., 6 South El Dorado Street, 7th Floor Stockton, CA 95202; and

WHEREAS, the project property owner is Stone Brothers and Associates, 5757 Pacific Avenue, Suite 220, Stockton, CA 95207-5159; and

WHEREAS, the property has a General Plan designation of Commercial and is zoned C-S, Commercial Shopping; and

WHEREAS, the requested Use Permit to allow operation a fitness center known as In-Shape Health Clubs, in an building located at 1320 West Lockeford Street, Lodi, CA 95240; and

WHEREAS, pursuant to City of Lodi Zoning Ordinance § 17.72.110, this resolution becomes effective ten (10) business days from its adoption in the absence of the filing of an appeal; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

Based upon the evidence within the staff report and project file the Planning Commission finds:

1. The project was found to be Categorically Exempt according to the California Environmental Quality Act, Article 19 §15321, Class 21 (a) (2). The project is classified as an "Enforcement action by regulatory agencies" because it is the "adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective." No significant environmental impacts are anticipated and no mitigation measures have been required.
2. The proposed use complies with all requirements as set forth for the issuance of this Use Permit, in that the site is adequate in size, shape and topography for the proposed use, consisting of an existing building. Second, the site has sufficient access to streets, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use, which is not expected to significantly increase due to the project. Third, the proposed use is deemed to be consistent to the General Plan and the Zoning Ordinance. Fourth, the proposed use, as conditioned, will not have an adverse effect upon the use, enjoyment or valuation of property in the neighborhood. Lastly, the proposed use will not have an adverse effect on the public health, safety, and general welfare in that security measures and the limited size of the use will limit any potential adverse effects to neighboring properties.
3. The harmony in scale, bulk, coverage and density of the proposed project is consistent with and compatible to the existing and proposed land uses around the subject site, in that the proposed health club facility will be located within an existing building, with no additions or expansions to the approved exterior thereby maintaining the approved scale, bulk, coverage and density of the building with no impacts upon the surrounding neighborhood.
4. The availability of public facilities and utilities is adequate to serve the proposed use, in that the proposed health club facility will be located within an existing building where public facilities and services are provided, including sewer, water, electricity, phone, etc.

5. There would be no harmful effect upon the desirable neighborhood character with approval of this permit due to the building location within an established commercial neighborhood with no exterior additions proposed and an 8' high masonry wall separating the site from residential properties to the east.
6. The subject site will have adequate pedestrian and vehicular circulation and parking available, in that there is an adequate vehicle access point. Pedestrian movements are facilitated by paved and continuous path of travel that connects to the public sidewalk and the sidewalk accesses adjacent properties.
7. The generation of traffic would be minimal due to the fact that the project site is designed for vehicle use and the capacity of the surrounding streets is adequate to handle the proposed increase in use, due to Ham Lane being a major north-south thoroughfare and able to handle expanding traffic needs.
8. The location, design, landscaping and screening, and overall site planning of the proposed fitness center will provide an attractive, useful and convenient working and community-service area, in that the project has been landscaped with the original approval of the center and is located close to public transportation, arterial streets and residential neighborhoods.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi that Use Permit Application No. 12-U-19 is hereby approved, subject to the following conditions:

1. The applicant/Operator and/or successors in interest and management shall defend, indemnify, and hold the City of Lodi, its agents, officers, and employees harmless of any claim, action, or proceeding (including legal costs and attorney's fees) to attack, set aside, void, or annul this Use Permit, so long as the City promptly notifies the applicant of any claim, action, or proceedings, and the City cooperates fully in defense of the action or proceedings. The City may elect, in its sole discretion, to participate in the defense of said claim, action, or proceeding.
2. The City of Lodi, the Planning Commission and Lodi Police Department may, at any time, request that the Planning Commission conduct a hearing on this Use Permit for the purpose of amending or adding new conditions to the Use Permit or to consider revocation of the Use Permit if the Use Permit becomes a serious policing problem.
3. The Applicant/Operator and/or successors in interest and management shall insure that the operation of the proposed facility does not cause any condition that will cause or result in repeated activities that are harmful to the health, peace or safety of persons residing or working in the surrounding area. This includes, but is not limited to: disturbances of the peace, illegal drug activity, public intoxication, drinking in public, harassment of people passing by, assaults, batteries, acts of vandalism, loitering, excessive littering, illegal parking, excessive loud noises, traffic violations or traffic safety based upon last drink statistics, curfew violations, lewd conduct, or police detention and arrests.
4. The Use Permit shall be vested within six (6) months from the effective date of approval. A building permit for the tenant improvements allowed under this Use Permit shall have been obtained within six (6) months from the effective date of the Use Permit or the Use Permit shall expire; provided however that the Use Permit may be extended pursuant to the Lodi Municipal Code.
5. The proposed project shall be established and continuously operated in substantial conformance with the floor plan, written narrative, and other project submittals dated "Received, November 15, 2012" unless otherwise amended by the conditions of approval contained herein. Minor changes to the plans and operation may be allowed subject to the approval of the Community Development Director if found to be in substantial conformance with the approved exhibits.

6. On-site signage shall be allowed in accordance with the standards of the Lodi Municipal Code, and shall be submitted to the Community Development Department prior to installation for review and permitting.
7. In the event that the applicant proposes to modify any aspect of the business or modify the exterior of the building or site, the modification shall be subject to the review of the Community Development Director. The Community Development Director may approve the modification or refer the matter back to the Planning Commission if judged to be substantial.
8. If operation of this use results in conflicts pertaining to parking, noise, traffic, or other impacts, at the discretion of the Community Development Director, this conditional use permit may be referred to the Planning Commission for subsequent review at a public hearing. If necessary, the Commission may modify or add conditions of approval to mitigate such impacts, or may revoke said conditional use permit bound upon applicable findings.
9. The exterior of all the premises shall be maintained in a neat and clean manner, and maintained free of graffiti at all times. Graffiti shall be removed within twenty-four hours after issuance of a notice of order.
10. Approval of this Use Permit shall be subject to revocation procedures contained in Section 17.72 of the Lodi Municipal Code in the event any of the terms of this approval are violated or if the operation of the business is conducted or carried out in a manner so as to adversely affect the health, welfare or safety of persons residing or working in the neighborhood.
11. Due to the change of use and occupancy of the building, Tenant Improvement plans shall be submitted to the Building Department. All plan submittals shall be based on the City of Lodi Building Regulations and currently adopted 2010 California Building code. Please review our policy handouts for specific submittal procedures.
12. The applicant/project proponent and/or developer and/or successors in interest and management shall obtain an annual Operational Permit issued by the Lodi Fire Department, and meet all the conditions outlined in therein. The Fire Department may be contact at the Lodi Fire Department, 25 East Pine Street, Lodi, CA 95240-2127. Phone Number (209) 333-6739.
13. Any fees due the City of Lodi for processing this Project shall be paid to the City within thirty (30) calendar days of final action by the approval authority. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.
14. No variance from any City of Lodi adopted code, policy or specification is granted or implied by this approval.

Dated: January 9, 2013

I certify that Resolution No. 13-02 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on January 9, 2013 by the following vote:

AYES: Commissioners: Jones, Kiser, Olson, and Chair Kirsten

NOES: Commissioners: None

ABSENT: Commissioners: Cummins, Heinitz, and Hennecke

ATTEST

Secretary, Planning Commission

IN-SHAPE USE PERMIT APPLICATION NO. 12-U-19

Initial Study Checklist				
Environmental Issues Area Examined	Potentially Significant Impact	Potentially Significant Unless Mitigated	Less Than Significant Impact	No Impact
AGRICULTURE RESOURCES <i>Would the project:</i>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program in the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of forest land (as defined in PRC Sec. 4526), or timberland zoned Timberland Production (as defined in PRC Sec. 51104 (g))?				X
d) Result in loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
GREENHOUSE GAS EMISSIONS: <i>Would the project:</i>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulations adopted for the purpose of reducing the emissions of greenhouse gases?			X	
LAND USE AND DEVELOPMENT IMPACTS. <i>Would the project:</i>				
a) Physically divide an established community, or otherwise result in an incompatible land use?				X
b) Conflict with an applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
d) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
e) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
f) Involve other changes in the existing environment that, due to their location or nature, may result in conversion of farmland to non-agricultural use?				X

IN-SHAPE USE PERMIT APPLICATION NO. 12-U-19

POPULATION AND HOUSING IMPACTS. <i>Would the project:</i>				
a) Induce substantial growth in an area either directly or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?				X
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
TRANSPORTATION AND CIRCULATION IMPACTS. <i>Would the project:</i>				
a) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				X
b) Exceed, either individually or cumulatively, a level of service standard established by the County congestion management agency for designated roads or highways?				X
c) Substantially increase hazards due to the design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
d) Result in inadequate emergency access?				X
e) Result in inadequate parking capacity?				X
f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
g) Result in waterborne or air traffic impacts?				X
h) Result in hazards or barriers for pedestrians or bicyclists?				X
EARTH RESOURCES AND GEOLOGY IMPACTS. <i>Would the project result in or expose people to potential impacts involving:</i>				
a) The risk of loss or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault rupture?				X
b) Substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking or seismic-related ground failure, including liquefaction?				X
c) Substantial soil erosion or the loss of topsoil?				X
d) Location on a geologic unit or a soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
e) Location on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
f) Soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X
g) Unique geologic or physical features?				X

IN-SHAPE USE PERMIT APPLICATION NO. 12-U-19

WATER AND HYDROLOGY IMPACTS. <i>Would the project:</i>				
a) Violate any water quality standards or waste discharge requirements?				X
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge in such a way that would cause a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on-or off-site?				X
d) Substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner which would result in flooding on-or off-site?				X
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
f) Substantially degrade water quality?				X
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h) Place within a 100-year flood hazard area, structures which would impede or redirect flood flows?				X
i) Expose people or structures to a significant risk of flooding as a result of dam or levee failure?				X
j) Result in inundation by seiche, tsunami, or mudflow?				X
AIR QUALITY IMPACTS. <i>Would the project:</i>				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d) Expose sensitive receptors to substantial pollutant concentrations?				X
e) Create objectionable odors affecting a substantial number of people?				X
f) Alter air movement, moisture, or temperature, or cause any change in climate?				X

IN-SHAPE USE PERMIT APPLICATION NO. 12-U-19

BIOLOGICAL RESOURCES IMPACTS. <i>Would the project have a substantial adverse effect:</i>				
a) Either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?				X
b) On any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c) On federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d) In interfering substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				X
e) In conflicting with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f) By conflicting with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
ENERGY AND MINERAL RESOURCES IMPACTS. <i>Would the project:</i>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X
c) Conflict with adopted energy conservation plans?				X
d) Use non-renewable resources in a wasteful and inefficient manner?				X
RISK OF UPSET AND HUMAN HEALTH IMPACTS. <i>Would the project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment or result in reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) Be located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) Within the vicinity of a private airstrip, result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury, or death involving wild land fire, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?				X

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NOISE IMPACTS. <i>Would the project result in:</i>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b) Exposure of people to or generation of excessive ground-borne noise levels?				X
c) Substantial permanent increase in ambient noise levels in the project vicinity above noise levels existing without the project?				X
d) Substantial temporary or periodic increases in ambient noise levels in the project vicinity above levels existing without the project?				X
e) For a project located with an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				:
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				:
PUBLIC SERVICES IMPACTS. <i>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which would cause significant environmental impacts in order to maintain acceptable service ratios, response times or other performance objectives in any of the following areas:</i>				
a) Fire protection services?				X
b) Police protection services?				X
c) School services?				X
d) Library facilities?				X
e) Other governmental services?				X
UTILITIES IMPACTS. <i>Would the project:</i>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental impacts?				X
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e) Result in a determination by the wastewater treatment provider which serves or may serve the project, that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f) Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g) Comply with federal, state, and local statutes and regulations related to solid waste?				X
h) Result in a need for new systems, or substantial alterations in power or natural gas facilities?				X
i) Result in a need for new systems, or substantial alterations in communication systems?				X

IN-SHAPE USE PERMIT APPLICATION NO. 12-U-19

AESTHETIC IMPACTS. <i>Would the project:</i>				
a) Affect a scenic vista or view corridor?				X
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				X
CULTURAL RESOURCES IMPACTS. <i>Would the project:</i>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?				X
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
e) Have the potential to cause a physical change that would affect unique ethnic cultural values?				X
f) Impact an existing religious or sacred uses within the potential impact area?				X
RECREATION IMPACTS. <i>Would the project:</i>				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Affect existing recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
ENVIRONMENTAL ASSESSMENTS				
<p>Based on the Initial Study assessment, this project is exempt from environmental review under State CEQA Guidelines Section 15332 In-Fill Development Projects, Class 32, which applies to projects that are (a) consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) projects that occur within city limits on a project site of no more than five acres substantially surrounded by urban uses; (c) project site that have no value as habitat for endangered, rare or threatened species; (d) approval of the projects would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (e) site can be adequately served by all required utilities and public services. The proposed project meets all these criteria. In addition, this project is exempt from environmental review under State CEQA Guidelines Section 15061(b)(3), the general rule that CEQA does not apply to projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Further, The project was found to be Categorically Exempt according to the California Environmental Quality Act, Article 19 §15321, Class 21 (a) (2). The project is classified as an "Enforcement action by regulatory agencies" because it is the "adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective." No significant environmental impacts are anticipated and no mitigation measures have been required.</p>				

IN-SHAPE USE PERMIT APPLICATION NO. 12-U-19

SITE DATA	
Number of parcels	3
Total Size	7.72 acres
PROJECT PARCEL SIZE	3.019
Zoning Designation	CS
General Plan Designation	Commercial
PARKING	
Apple Market	115
Total Mall Parking	230
Total Parking provided	362
PROJECT DESCRIPTION	See attachment



Live the life you want... Get In-Shape!

PROJECT STATEMENT:
1320 WEST LOCKEFORD STREET – LODI, CALIFORNIA

INTRODUCTION

In-Shape Health Clubs, Inc., a Stockton, California-based company with more than 60 locations in California (“In-Shape”), is proposing a fitness facility for 1320 West Lockeford Street in the Lakewood Mall shopping center at the southwest corner of Lockeford and Ham Lane. The site is currently occupied by Apple Market. In-Shape is very excited about the possibility of bringing one of its signature clubs to Lodi.

PROCEDURAL BASIS

The zoning classification for the property is Commercial Shopping District (CS). The proposed fitness use is permitted under a Conditional Use Permit as governed by Chapter 17.72, Adjustments and Use Permits. The General Plan Designation for the site is Commercial. The proposed use is consistent with the intent of the General Plan. This application and request is submitted in accordance with Chapter 17.72 and all other applicable sections. Applicant believes this request is appropriate to be reviewed as a Conditional Use Permit for this zone. The findings required under Chapter 17.72.080 can be made, in that the establishment, maintenance and/or the conduct of the use will not, under the circumstances of this particular case, be detrimental to the health, morals, comfort or welfare of persons residing or working in the neighborhood of the proposed use, or to property or improvements in the neighborhood, or will not be contrary to the general public welfare. The project is believed to be exempt from CEQA under California Administrative Code Title 14 Section 15061 (b)(3).

COMPANY BACKGROUND

In-Shape Health Clubs, Inc. was founded in 1981 in Stockton, California, with the goal of creating a family fitness atmosphere and helping to improve quality of life and lifestyle for its members. Now with over 60 clubs throughout central California, including existing Vallejo clubs at 765 Sereno Boulevard and 125 Lincoln Road East, In-Shape remains committed to its founding message. In-Shape is a leader in the fitness industry with a proven track record of successful, well-received and impressively appointed facilities, strong membership retention and a variety of programs to encourage and support physical fitness, good health and balanced wellness. In-Shape facilities range from 6,000 to over 60,000 square feet and include, where applicable, group programs, children’s areas, well-appointed locker rooms, free exercise space, individual fitness training, family facilities and state of the art fitness equipment and the latest in exercise physiology and technology. The company promotes corporate memberships and wellness programs with an emphasis on healthy lifestyles for adults and children alike. In-Shape programming supports a wide variety of interests among members of all ages and strives to offer the broadest

selection and highest quality of services and facilities for the most affordable rates possible. More information can be found at inshapeclubs.com.

PROJECT OVERVIEW

In-Shape's plan is to bring a state of the art, family oriented fitness destination to Lodi at 1320 West Lockeford. The facility will offer a wide variety of amenities and fitness selections and will maintain the neighborhood feel and accessibility that has been a cornerstone of Lakewood Mall's success since its inception. No changes are planned for the exterior of the building or the shopping center.

The first floor is comprised of 27,637 square feet and a mezzanine will add 3,934 square feet for a total including accessory and circulation areas of 31,571 square feet. The interior of the space will welcome members and guests to a spectrum of amenities including group exercise and cycling, multiple exercise areas, cardio theatre, indoor pool, racquetball, mens' and womens' locker rooms and kids' club (see Appendix 1 for complete table).

OPERATIONAL HIGHLIGHTS

Relevant aspects of operations for the proposed use are outlined below.

1. The club will employ 8 full time and 14 part time individuals and will provide opportunities for approximately four independent contractors.
2. Bicycle parking will be provided, and alternative transportation will be encouraged.
3. A new trash enclosure will be constructed per City standards.
4. Applicant requests approval to operate up to 24 hours per day depending on member preference. No decision has yet been made as to operating hours. It is the corporate policy of In-Shape to operate 24 hours per day as member needs dictate. The percentage of residents who are subject to rotating occupational shifts or other non-traditional work hours, such as military, law enforcement and health care, has been found in nearby In-Shape facilities to be high enough to warrant 24-hour operation.
5. Expected membership level is confidential, however, peak usage hours are 5:00 a.m. to 7:30 a.m. and 5:30 p.m. to 7:30 p.m. As such the proposed use will complement existing uses in the center that have peak hours that are more typical of commercial and retail uses.
6. Noise levels for this use are likely to be less than those generated by the previous use. The proposed project will comply with any applicable noise ordinances.
7. The proposed project will not emit any noxious odors, vibrations or other air quality concerns.

SITE CONSIDERATIONS

Parking. Parking requirements for the proposed use are subject to Chapter 17.60.100 D 11, 12 and Chapter 17.60.120 of the Zoning Ordinance. One parking space for every 150 square feet of pool surface area and two spaces for each court are required. Beyond that, parking is to be determined by the Planning Commission for any uses not otherwise identified. Applying a standard typical for Applicant's existing facilities of comparable size, a 1:250 ratio for non-designated use areas is reasonable. This brings the total parking requirement for the proposed use to 115 (see Appendix 1 for complete table).

The premises is located within the Lakewood Mall, a shopping center containing multiple uses all served by reciprocal and non-exclusive parking (Protective Covenants, Conditions and Restrictions Affecting the Real Property Known As Lakewood Shopping Center recorded November 29, 1963, volume 2759 of Official Records, page 189). Total parking on the shopping center parcel is stated by the shopping center owner to be 362 which includes 15 accessible stalls. Under Chapter 17.60.080, whenever a single lot contains several different activities, the overall requirement for off-street parking and loading shall be the sum of the requirements for each such activity calculated separately. Based on the current tenant mix, a total of 230 parking spaces should be provided, including parking for the proposed use (see Appendix 2 for complete table).

Based on this, parking in the center is adequate to serve the anticipated membership and usage of the proposed use along with all existing tenants.

Signage. Signage will be submitted under separate application. Applicant will comply with the Sign Criteria for Lakewood Mall and the Sign Ordinance.

Site Lighting. No changes are planned or necessary for existing site lighting. Lighting as currently in place is believed to be in compliance with all applicable state and local ordinances and requirements.

Landscaping. The site is completely landscaped and no changes are planned.

Compatibility with Surrounding Uses. The proposed site, a fully developed commercial property, is bordered on the north and east by existing commercial uses, to the west by residential and the south by residential. The tenant space is sufficiently distant from residential areas such that no impact is expected.

COMPLIANCE WITH SITE DEVELOPMENT STANDARDS

The proposed project is appropriate for the tenant space and will

- make a positive contribution to existing development in the area;
- be harmonious and compatible with the design of surrounding existing uses;
- respect views, privacy and access to light and safety of neighboring properties; and
- not adversely affect neighboring properties.

USE PERMIT FINDINGS

Findings required to be made under Chapter 17.72.080 state that, to approve the use permit, the proposed use, and its

establishment, maintenance and/or the conduct of the use will not, under the circumstances of this particular case, be detrimental to the health, morals, comfort or welfare of persons residing or working in the neighborhood of the proposed use, or to property or improvements in the neighborhood, or will not be contrary to the general public welfare.

In response, the following conclusions are appropriate:

1. The project as proposed is well-suited for this existing building. The use is compatible with and highly desirable as a complement to existing surrounding uses.
2. The use encourages and promotes healthy, balanced lifestyles and is positive influence for people of all ages and walks of life.
3. Utilities and infrastructure existing and ready to serve the site are adequate for this proposed use and require no intensification.
4. The project will have no harmful effects on any desirable neighborhood characteristics and in fact will enhance the neighborhood.
5. The project will be served adequately by existing streets and transportation systems and will not require any change to such systems.
6. No impact of or detriment from the project, if any, results in any condition that is contrary to the intent of the General Plan.

CONCLUSION

Fitness facilities promote public health and general welfare and have been a valued and welcome participant in communities, neighborhoods and commercial shopping districts for many years. In-Shape facilities in particular are well-received, and contribute positively to community well-being. In-Shape is committed to maintaining this contribution long into the future and is very pleased to expand its involvement in the Lodi community.

SUBMITTAL ELEMENTS

Application and Environmental Assessment form
Project Statement
Exhibit A – Existing Site Plan
Exhibit B – Existing Floor Plan
Exhibit C – Proposed First Floor Plan
Exhibit D - Proposed Mezzanine Plan
Exhibit H Existing Elevations

APPENDIX 1

Proposed Use Area	Sq. Ft.
Free weights	2,560
Cardio, 1st floor	2,971
Group exercise	2,174
Kids club	1,765
Reception/lounge	1,231
Sales	72
Sales Manager	97
Abs/Stretch	753
Selectorized	1,018
Functional	773
Racquetball	1,600
Mens lockers	1,888
Womens lockers	1,900
Pool	5,261
Laundry/storage	318
Sauna	62
Steam	75
Aqua storage	43
General Manager	113
Staff	74
Family Changing Room	77
Group Cycle	740
Sales	462
Cardio, mezzanine	547
CBP Training	105
Shapes	1,521
<i>Total Use Area SF</i>	28,200
 Total accessory and circulation area	 3,371
Total overall square footage	<u>31,571</u>
 Total Use area of racquetball and pool service area (1,575sf) (excluded for parking count purposes)	 3,175

APPENDIX 1

APPENDIX 2

Suite No.	Use/Business (Seating is estimated)	Sq. Ft.	Parking Ratio	Parking Required
1365	Vacant (most likely future use: retail)	2090	500	4
209	Vacant (most likely future use: retail)	1781	500	4
10	Skyline Barbershop	300	200	2
990	Rick's Pizza (Seating: 40)	2364	1:4 seats	10
105	Advance America	1095	250	4
1306	Perfect Pear	525	500	1
1308	Sheri's Hair Shop	820	200	4
1313	J'aime Nail	765	200	4
1321	Dragon Lite Deli (Seating: 16)	1624	1:4 seats	4
135	Baskin Robbins (Seating: 10)	1080	1:4 seats	3
1355	State Farm	1257	250	5
1373	Lodi Community Arts Center	1870	500	4
145	Gourmet Bread Bowl (Seating: 20)	1320	1:4 seats	5
211	Randall's	2200	500	4
215	Lakewood Liquors	2324	500	5
223	Precision 6 Hairstyling	960	200	5
225	Max Muscle	810	500	2
227	Style of India Eyebrow	600	200	3
231	Wrappin' Up	1015	500	2
235	Matsuyama Restaurant (Seating: 35)	1200	1:4 seats	9
239	House of Coffee (Seating: 8)	900	1:4 seats	2
89	Umpqua Bank	2000	300	7
D11	Dollar Tree	12180	500	24
<i>Total Parking, Existing Uses</i>				115
		41080		
Total Parking for Proposed Use				
	Racquetball courts at 2 per court		2 per ct	4
	Pool surface area	1575	150	11
	Remainder SF (discretionary) ¹	25025	250	100
	Subtotal, proposed use			115
TOTAL PARKING OVERALL				230

¹ The Parking Ordinance provides parking requirements for court uses and pools. Under Chapter 17.60.120, "parking requirements for land uses not specified...shall be determined by the planning commission. Such determination shall be based on the most comprable use specified in these standards. Applicant has applied a ratio of 1:250sf for any use areas not otherwise specified in this Chapter.

APPENDIX 2

PROJECT DESCRIPTION: CONVERT A FULLY DEVELOPED COMMERCIAL BUILDING, CURRENTLY A GROCERY STORE, INTO A FULLY EQUIPPED FITNESS FACILITY WITH AN INDOOR POOL.	BUILDING DATA MAIN FLOOR: 28,159 S.F. (ACTUAL AREA) [PER AS-BUILT PLANS] MEZZANINE: 2,174 S.F. TOTAL BUILDING AREA: 30,333 S.F.
OWNER: STONE BROTHERS AND ASSOCIATES 5757 PACIFIC AVENUE SUITE 220 STOCKTON, CA 95207 TENANT / APPLICANT: IN-SHAPE HEALTH CLUBS, INC. 6 SOUTH EL DORADO STREET, SUITE 700 STOCKTON, CA 95202 TEL: 209-472-2231 FAX: 209-473-6401 CONTACT: SANDRA HOMAN	CONSTRUCTION TYPE: V-B FIRE SPRINKLERS: YES NUMBER OF STORIES: 1 BUILDING HEIGHT: 23'-0" (TOP OF PARAPET)
LOCATION: 1320 WEST LOCKEFORD STREET LODI, CALIFORNIA 95242 APN: 035-340-09	
SITE DATA: JURISDICTION: CITY OF LODI ZONE: COMMERCIAL SHOPPING DISTRICT (CS) FLOOD PLAIN: X5 ENTIRE PARCEL: 7.72 AC (336,283.2 S.F.) FLOOR AREA RATIO: 30,333 / 336,283.2 = .09 LOT COVERAGE: 28,159 / 336,283.2 = .08	
EXISTING PARKING CALCULATION: EXISTING RETAIL: 115 STALLS (SEE APPENDIX 2) TOTAL CENTER PARKING REQUIRED 230 STALLS TOTAL CENTER PARKING PROVIDED 362 STALLS ACCESSIBLE STALLS REQUIRED 8 STALLS ACCESSIBLE STALLS PROVIDED 15 STALLS	

PROJECT LOCATION
 1320 WEST LOCKFORD STREET
 LODI, CALIFORNIA 95242

NORTH

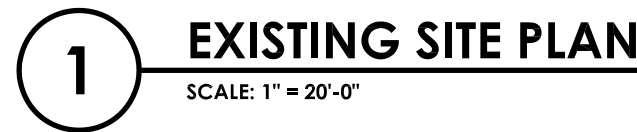
**USE
PERMIT:**

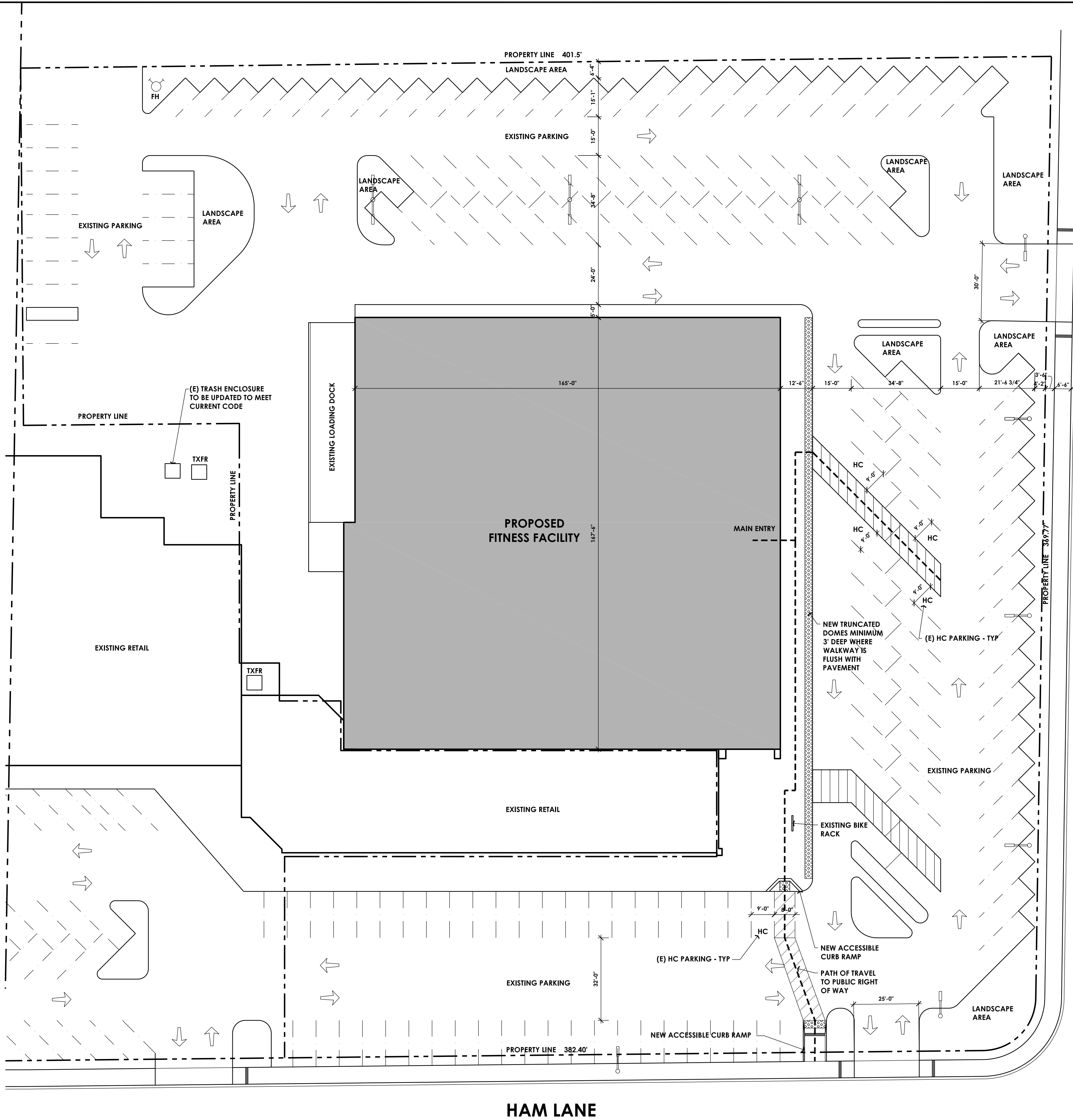
**CLUB #66
IN SHAPE HEALTH
CLUBS, INC**

PLANNING ■ ■ ■
ARCHITECTURE ■ ■ ■
■ ■ ■

ARCHITECTURE PLUS INC.
4335-B NORTH STAR WAY
MODESTO, CA 95356

www.apiarc.com





1 EXISTING SITE PLAN
SCALE: 1" = 20'-0"



PROPOSED PROJECT DATA

PROJECT DESCRIPTION: CONVERT A FULLY DEVELOPED COMMERCIAL BUILDING, CURRENTLY A GROCERY STORE, INTO A FULLY EQUIPPED FITNESS FACILITY WITH AN INDOOR POOL.		BUILDING DATA MAIN FLOOR: 28,159 S.F. (ACTUAL AREA) MEZZANINE: 3,934 S.F. TOTAL BUILDING AREA: 32,093 S.F.	
OWNER: STONE BROTHERS AND ASSOCIATES 5757 PACIFIC AVENUE SUITE 220 STOCKTON , CA 95207		CONSTRUCTION TYPE: V-B FIRE SPRINKLERS: YES NUMBER OF STORIES: 1 BUILDING HEIGHT: 23'-0" (TOP OF PARAPET)	
TENANT / APPLICANT: IN-SHAPE HEALTH CLUBS, INC. 6 SOUTH EL DORADO STREET, SUITE 700 STOCKTON, CA 95202 TEL: 209-472-2231 FAX: 209-473-6401 CONTACT: SANDRA HOMAN		ALLOWABLE AREA CALCULATIONS ALLOWABLE AREA FOR A3 OCCUPANCY = 6,000 S.F. $A_{a3} = (6000 + (6000 \times .70) + (6000 \times .3)) = 28,200 \text{ S.F.}$ 28,159 < 28,200 THEREFORE, OK (MEZZANINE AREA IS NOT INCLUDED IN ACTUAL AREA)	
LOCATION: 1320 WEST LOCKEFORD STREET LODI, CALIFORNIA 95242 APN: 035-340-09		SITE DATA: JURISDICTION: CITY OF LODI ZONE: COMMERCIAL SHOPPING DISTRICT (CS) FLOOD PLAIN: X5 ENTIRE PARCEL: 7.72 AC (336,283.2 S.F.) FLOOR AREA RATIO: 32,093 / 336,283.2 = .09 LOT COVERAGE: 28,159 / 336,283.2 = .08	
PARKING CALCULATION: EXISTING RETAIL: 115 STALLS (SEE APPENDIX 2) FITNESS FACILITY: RACQUETBALL (2 PER COURT) 4 STALLS POOL SURFACE AREA 1575 S.F. / 150 11 STALLS REMAINING FACILITY 28,918 S.F. / 250 116 STALLS SUB-TOTAL FITNESS PARKING REQUIRED 131 STALLS TOTAL CENTER PARKING REQUIRED 246 STALLS TOTAL CENTER PARKING PROVIDED 361 STALLS ACCESSIBLE STALLS REQUIRED 8 STALLS ACCESSIBLE STALLS PROVIDED 15 STALLS			

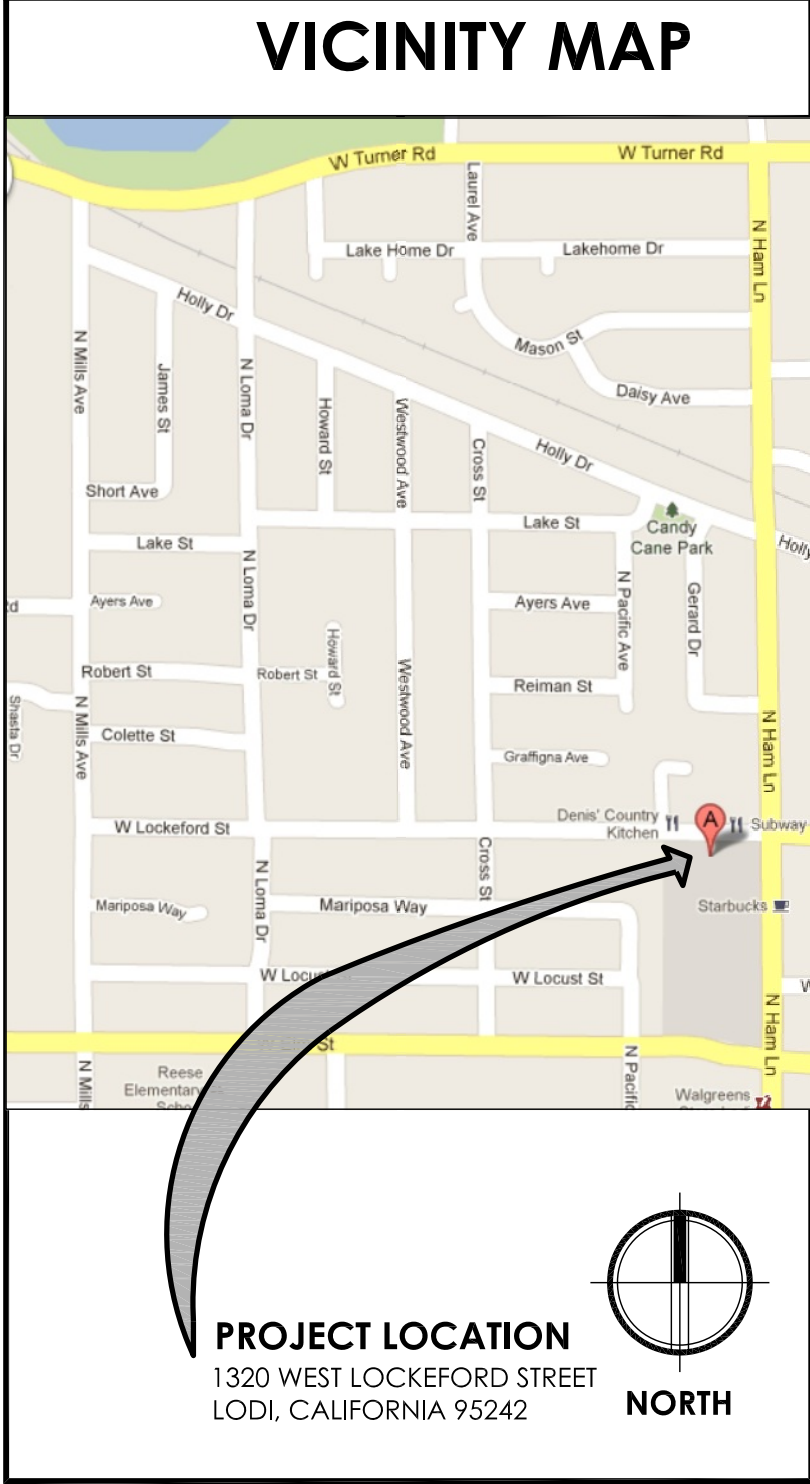


EXHIBIT B:
PROPOSED
SITE PLAN

USE
PERMIT:

CLUB #66
IN SHAPE HEALTH
CLUBS, INC

1320 WEST LOCKEFORD STREET
LODI, CA. 95242

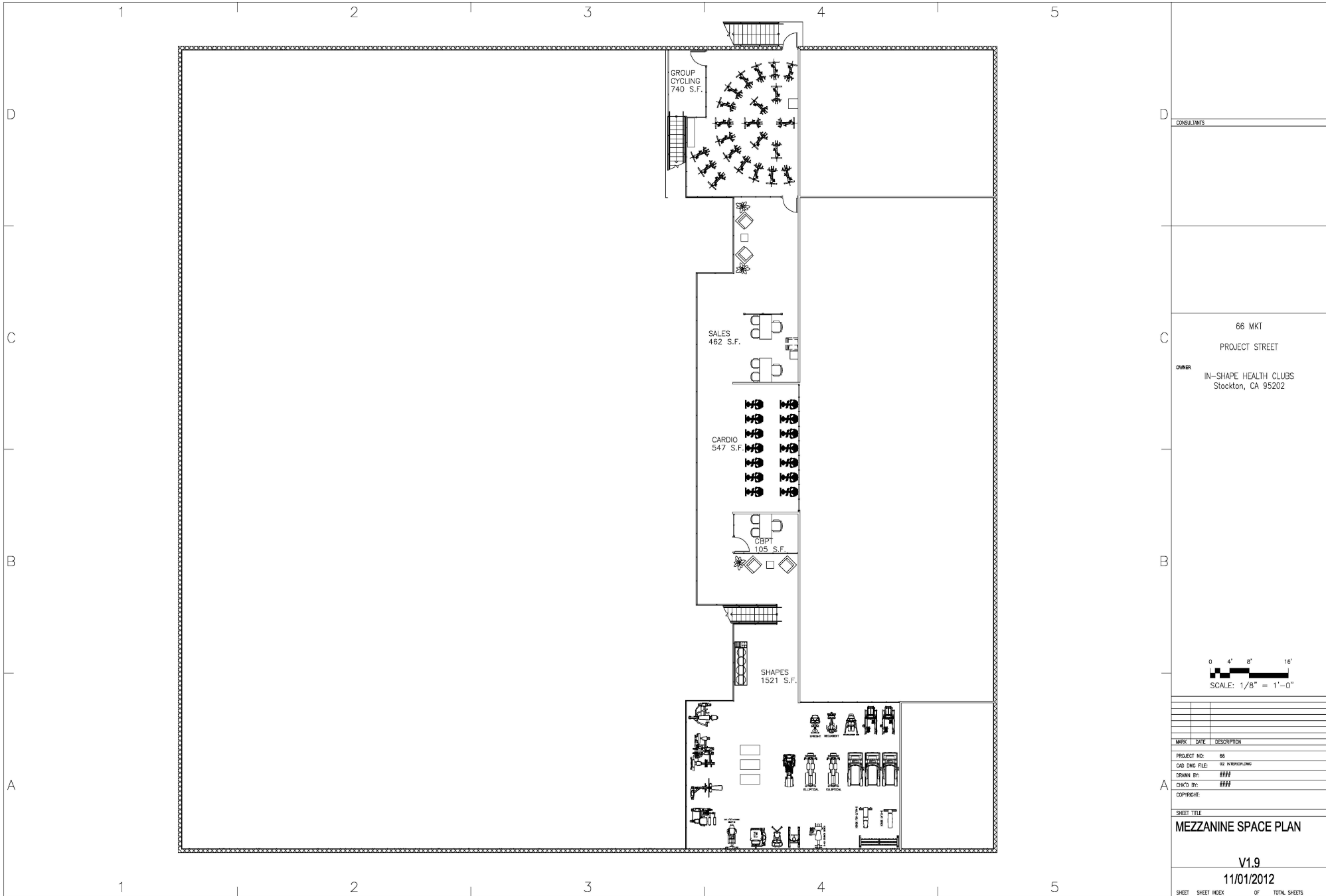
PLANNING
ARCHITECTURE

api

ARCHITECTURE PLUS INC.
4335-B NORTH STAR WAY
MODESTO, CA 95356

ph. 209.577.4661
fx 209.577.0213

www.apiarc.com



IN-SHAPE CLUB 66-LODI

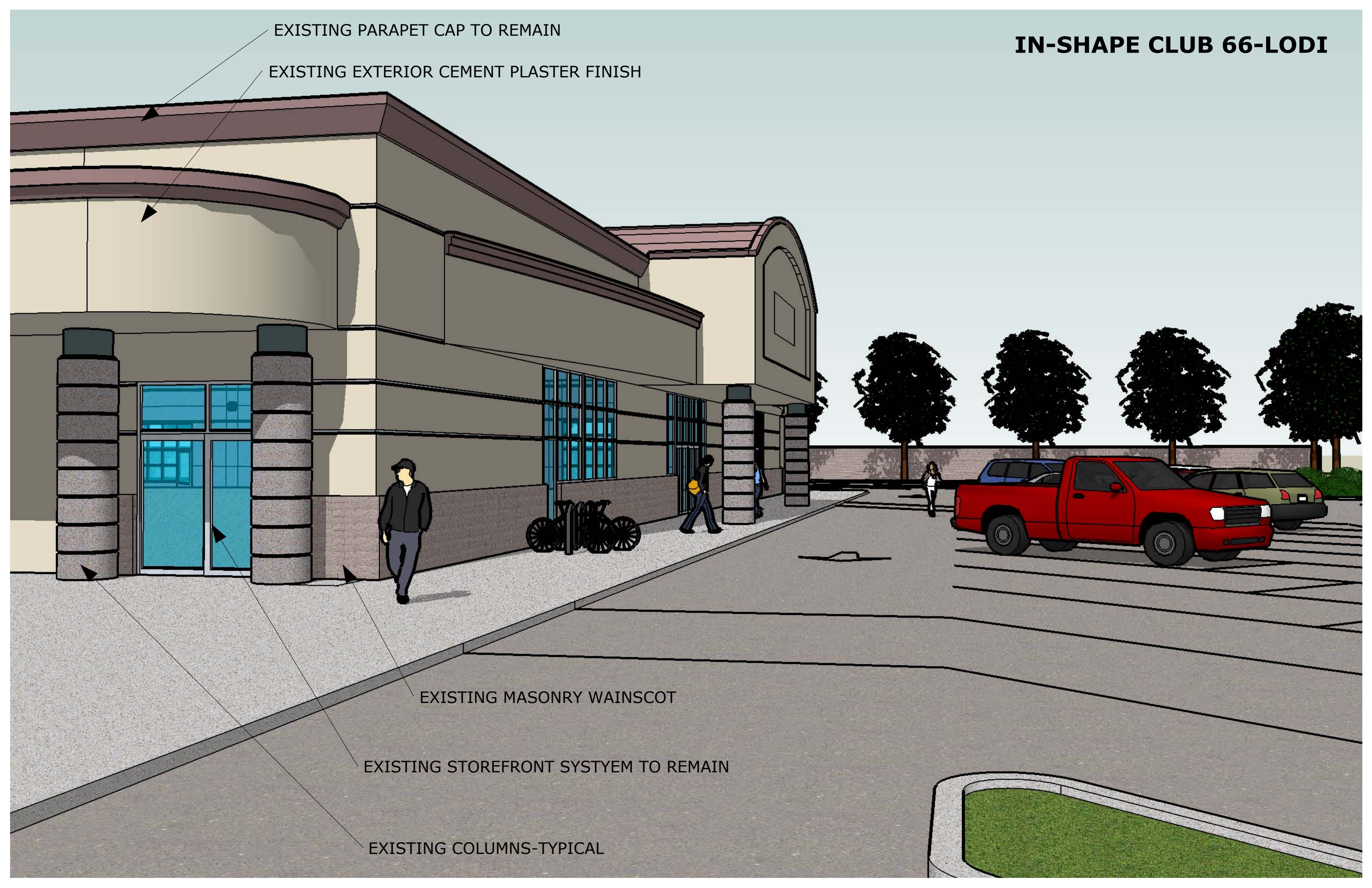
EXISTING PARAPET CAP TO REMAIN

EXISTING EXTERIOR CEMENT PLASTER FINISH

EXISTING MASONRY WAINSCOT

EXISTING STOREFRONT SYSTYEM TO REMAIN

EXISTING COLUMNS-TYPICAL

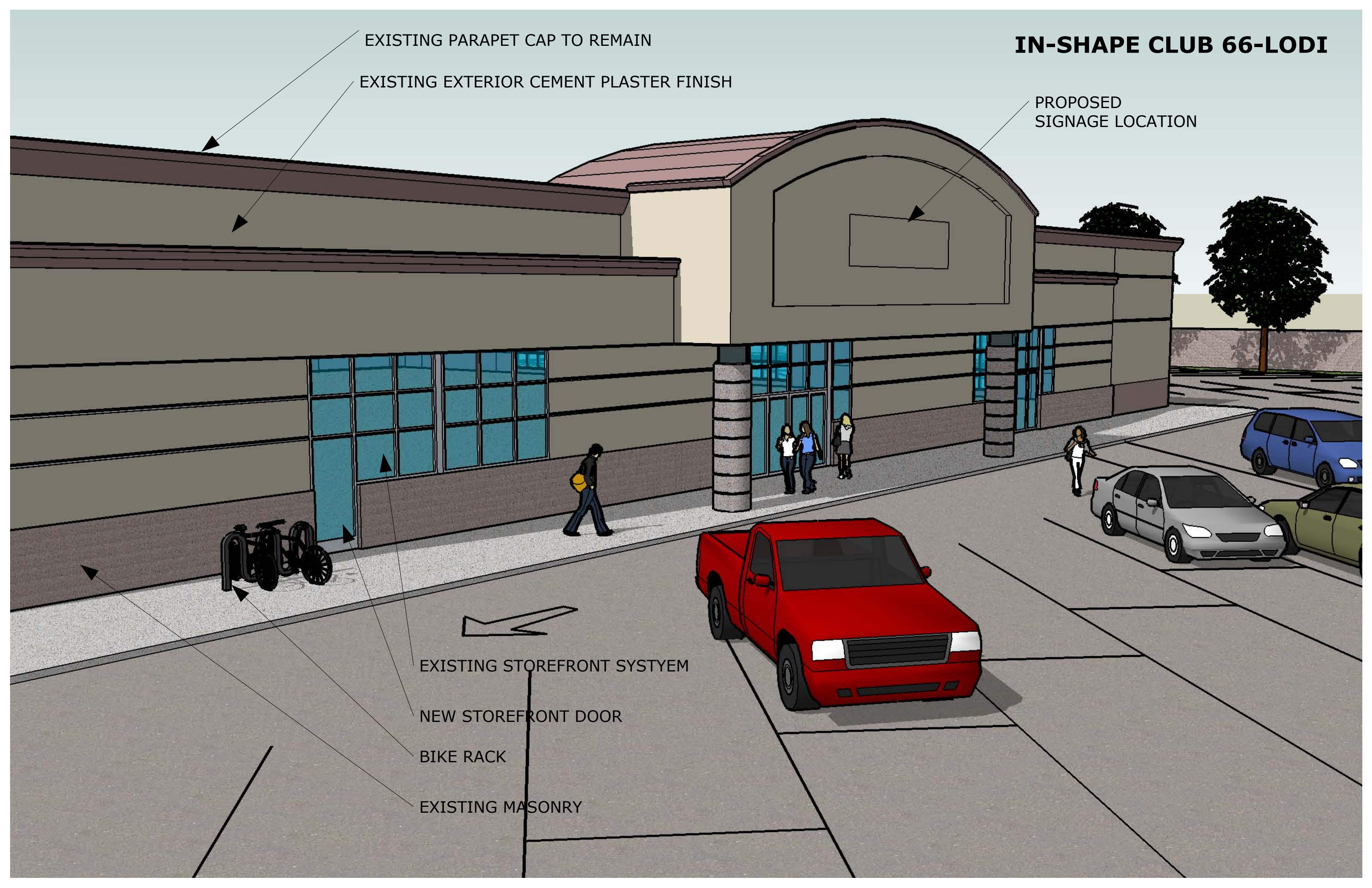


IN-SHAPE CLUB 66-LODI

EXISTING PARAPET CAP TO REMAIN
EXISTING EXTERIOR CEMENT PLASTER FINISH

PROPOSED
SIGNAGE LOCATION

EXISTING STOREFRONT SYSTEM
NEW STOREFRONT DOOR
BIKE RACK
EXISTING MASONRY



IN-SHAPE CLUB 66-LODI

PROPOSED
SIGNAGE LOCATION

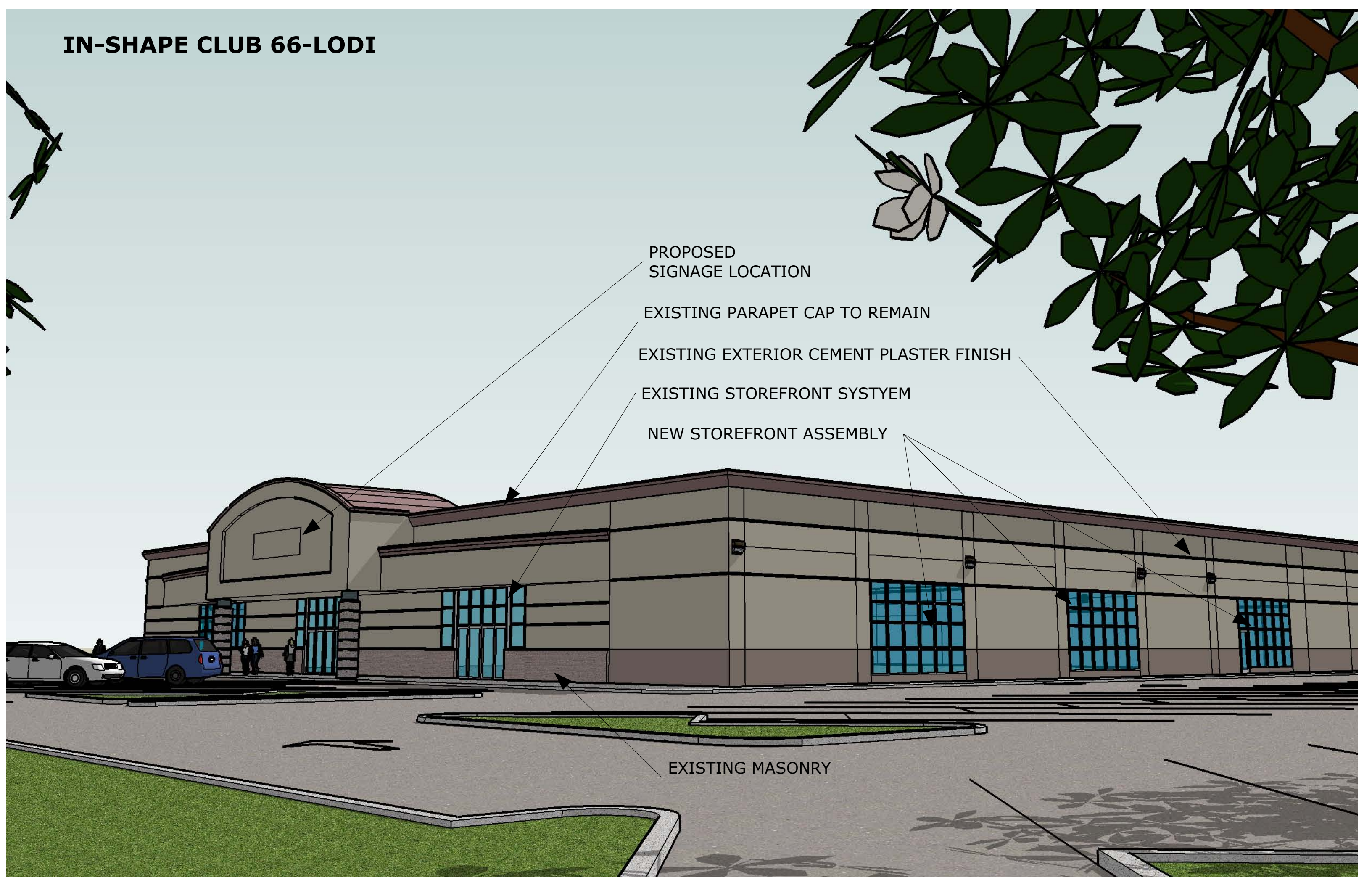
EXISTING PARAPET CAP TO REMAIN

EXISTING EXTERIOR CEMENT PLASTER FINISH

EXISTING STOREFRONT SYSTYEM

NEW STOREFRONT ASSEMBLY

EXISTING MASONRY



**LODI PLANNING COMMISSION
REGULAR COMMISSION MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 9, 2013**

1. CALL TO ORDER / ROLL CALL

The Regular Planning Commission meeting of January 9, 2013 was called to order by Chair Kirsten at 7:00 p.m.

Present: Planning Commissioners – Heinitz, Jones, Kiser, Olson and Chair Kirsten

Absent: Planning Commissioners – Cummins and Hennecke

Also Present: Community Development Director Konradt Bartlam, Associate Planner Immanuel Bereket, Deputy City Attorney Janice Magdich, and Administrative Secretary Kari Chadwick

2. MINUTES

“September 12, 2012”

MOTION / VOTE:

No Motion made because there was not a quorum of Commissioners in attendance to make the motion. Item continued to the next meeting.

“December 12, 2012”

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Jones second, approved the Minutes of December 12, 2012 as written.

3. PUBLIC HEARINGS

- a) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kirsten called for the public hearing to consider the request for Planning Commission approval of a Use Permit to allow a Type 2 (Winery) Alcoholic Beverage Control license at 1370 East Turner Road. (Applicants: Michael McCay, on behalf of McCay Cellars; File Number: 12-U-20)

Associate Planner Bereket gave a brief PowerPoint presentation based on the staff report. Staff recommends approval of project.

Vice Chair Jones disclosed that he spoke with the applicant regarding the project.

Hearing Opened to the Public

- Michael McCay, applicant, came forward to answer questions.
- Frank Alegre, Lodi resident and local business owner, came forward to remind everyone that the area has a lot of dust due to the types of businesses that surround this project. He would like to put it on the record that the applicant has been warned. Chair Kirsten asked staff how Mr. Alegre gets his concerned on the record. Director Bartlam stated that he just did.
- Mike Hass, tenant in the same space, came forward to express his concerns that the grape husks from the previous winery, Vino Con Brio, plugged the sewer line. Chair Kirsten stated that this application does not include production, so that should not be a problem

with this project and will have to come back before the Planning Commission if the applicant wishes to change it.

- Commissioner Kiser asked if there was a standard condition for wineries regarding hauling away the debris. Director Bartlam stated that is the case, but because Vino Con Brio is long out of business the City can not go back to them. The property owner should be notified, so that he can take care of the issue.

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Jones second, approved the request for a Use Permit to allow a Type 2 (Winery) Alcoholic Beverage Control license at 1370 East Turner Road subject to the conditions in the resolution. The motion carried by the following vote:

Ayes:	Commissioners –	Heinitz, Jones, Kiser, Olson and Chair Kirsten
Noes:	Commissioners –	None
Absent:	Commissioners -	Cummins, and Hennecke

- b) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kirsten called for the public hearing to consider the request of the Planning Commission for approval of a Tentative Parcel Map to divide one parcel in to two lots at 903 West Turner Road. (Applicant: Foster Advantage, Inc. File No. 12-P-02)

Chair Kirsten stated that Item 3b has been postponed to a future Planning Commission date.

- c) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Chair Kirsten called for the public hearing to consider the request of the Planning Commission for approval of a Use Permit to operate a fitness facility in an existing building located at 1320 West Lockeford Street. (Applicants: Sandra Homan, on behalf of In-Shape Health Clubs, Inc.; File Number: 12-U-19)

Commissioner Heinitz recused himself because he is a tenant in the same shopping center.

Chair Kirsten disclosed that he had a phone conversation with Wade Cellars with Stone Brothers, and Mel Young with Apple Market Central Mart, regarding the project.

Associate Planner Bereket gave a brief PowerPoint presentation based on the staff report. Staff recommends approval of the project.

Hearing Opened to the Public

- Jay Allen, representative for Stone Brothers property owner, came forward to answer questions. Mr. Allen stated that his father-in-law, Max Stone, along with a partner, Yamada Family, built the original shopping center. The Yamada Family owned and operated of the Sell Rite Store and when the second generation didn't want to step up and take over the business the store shut down. Another grocery store, Landucci's Market, went into the space and that store went out of business. After that store Apple Market went into the space and now they are struggling to stay open and have decided to close. There have been many efforts made to get another grocery store back into the space. The first time In-Shape Fitness organization approached the owner they told them that they were not interested in putting a fitness center into the space. After a second look at the options the space being filled with a fitness center looked better than an empty commercial space.

- Commissioner Olson asked what happens when a space like this remains vacant. Mr. Allen stated that there will be a down grade in use if the space stays vacant for a long period of time. Placing In-shape in this space is not a down grade in use, but rather a change in use. Olson asked if this use is compatible to the other uses in the shopping center. Allen stated that there shouldn't be any detriment to the other tenants. There have not been any negative comments from the other tenants to this point.
- George Petrulakis, Attorney for the folks that are concerned with the project, came forward to object to the project. Mr. Petrulakis has concerns with the findings that there will not be an impact to the surrounding area. The California Environmental Quality Act (CEQA) Article 19, 15321, that is being used for this application doesn't necessary apply. Staff seems to use this Article as a catch-all for all types of applications. There is a change of use, grocery store to 24 hour fitness center, for the space and an Initial Study and a Negative Declaration should have been done to ensure compatibility with the local environment which is primarily residential. There are a lot of concerns that could have been addressed within an Initial Study. Chair Kirsten asked staff to expand on the exemption that was used. Director Bartlam stated that staff is very satisfied with the exemption used. CEQA allows for a litany of categorical exemptions for these types of items. Staff used the exemptions outlined in Class 21, which should give you some sense of how many there are. These are used when the items that are brought before you are much to do about nothing. The infill categorical exemption could have been used as well; staff chose not to use it. This property is less than five acres and fits in the infill category.
- Randal Heinitz, tenant in the center, came forward to support the project. The uses in the surrounding area are primarily Commercial Uses, not residential. Mr. Heinitz would rather see a Fitness Center in the space then to see it sit empty. All of the tenants that have spoken to him about the change have all expressed positive comments and are excited about the new tenant.
- Paul Rothbard, CEO of In-Shape Health Clubs, came forward to answer questions. Members and non-members have been asking In-Shape to open a center in Lodi for many years. He is extremely confident that this will bring a positive customer flow to the entire center. Commissioner Kiser asked how many employees will be employed. Mr. Rothbard stated that the facility should employ up to 50 employees. 10 to 15 full time and the rest part time. Commissioner Olson asked how many memberships are estimated for this facility. Mr. Rothbard stated that there are 3000 memberships estimated. Chair Kirsten asked during peak hours how many members will be using the facility. Mr. Rothbard stated about 100 to 125 during peak hours of 5 pm to 7 pm on a Monday, Tuesday, and Wednesday Night. Kirsten asked if the parking will be sufficient. Mr. Rothbard stated that the company has more to loose by underestimating available parking, so parking has been taken into consideration and deemed sufficient.

Public Portion of Hearing Closed

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Jones second, approved the request for a Use Permit to operate a fitness facility in an existing building located at 1320 West Lockeford Street subject to the conditions in the resolution. The motion carried by the following vote:

Ayes:	Commissioners –	Jones, Kiser, Olson and Chair Kirsten
Noes:	Commissioners –	None
Absent:	Commissioners -	Cummins, Heinitz, and Hennecke

Commissioner Heinitz rejoined the Commission.

4. PLANNING MATTERS/FOLLOW-UP ITEMS

None

5. ANNOUNCEMENTS AND CORRESPONDENCE

None

6. ACTIONS OF THE CITY COUNCIL

None

7. ACTIONS OF THE SITE PLAN AND ARCHITECTURAL REVIEW COMMITTEE

None

8. ART IN PUBLIC PLACES

None

9. COMMENTS BY THE PUBLIC (NON-AGENDA ITEMS)

None

10. COMMENTS BY STAFF AND COMMISSIONERS (NON-AGENDA ITEMS)

Director Bartlam wished the Commissioners a Happy New Year on behalf of Staff.

11. ADJOURNMENT

There being no further business to come before the Planning Commission, the meeting was adjourned at 7:53 p.m.

ATTEST:

Konradt Bartlam
Planning Commission Secretary

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL
UPHOLDING THE PLANNING COMMISSION'S
DECISION TO APPROVE USE PERMIT TO OPERATE A
FITNESS FACILITY AT 1320 NORTH HAM LANE

=====

WHEREAS, at their meeting of January 9, 2012, the Lodi Planning Commission held a public hearing to consider the request of Sandra Homan, on behalf of In-Shape Health Clubs, Inc., to establish and operate a fitness facility in an existing building located at 1320 West Lockeford Street; and

WHEREAS, notice thereof having been published according to law, an affidavit of which is on file in the office of the City Clerk, a public hearing was held March 6, 2013, by the Lodi City Council to consider the appeal of George Petrulakis, on behalf of Citizens for Equal Application of the Law, regarding the Planning Commission's decision of January 9, 2013, to approve a Use Permit to allow the applicant to establish and operate a fitness facility in an existing building located at 1320 West Lockeford Street.

WHEREAS, following extensive public testimony and discussion, written and oral testimony received at the Public Hearing, the Planning Commission voted to approve the Use Permit request.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does uphold the Planning Commission's decision to approve the requested Use Permit to operate a fitness facility at 1320 North Ham Lane, Lodi, California.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-_____



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER APPEAL OF CALIFORNIA CITIZENS
FOR THE EQUAL APPLICATION OF THE LAW REGARDING THE
PLANNING COMMISSION'S DECISION TO APPROVE A USE PERMIT
TO OPERATE A FITNESS FACILITY AT 1320 WEST LOCKEFORD
STREET (APN 035-340-09 – USE PERMIT NO. 12-U-19)

PUBLISH DATE: SATURDAY, FEBRUARY 23, 2013

LEGAL AD


TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, FEBRUARY 21, 2013

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS	Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)			
	Phoned to confirm receipt of all pages at _____ (time) _____ JMR _____ MB (Initials)			



DECLARATION OF POSTING

**PUBLIC HEARING TO CONSIDER APPEAL OF CALIFORNIA CITIZENS FOR THE
EQUAL APPLICATION OF THE LAW REGARDING THE PLANNING COMMISSION'S
DECISION TO APPROVE A USE PERMIT TO OPERATE A FITNESS FACILITY AT
1320 WEST LOCKEFORD STREET (APN 035-340-09 – USE PERMIT NO. 12-U-19)**

On Thursday, February 21, 2013, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider appeal of California Citizens for the Equal Application of the Law regarding the Planning Commission's decision to approve a Use Permit to operate a fitness facility at 1320 West Lockeford Street (APN 035-340-09 – Use Permit No. 12-U-19) (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 21, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



DECLARATION OF MAILING

PUBLIC HEARING TO CONSIDER APPEAL OF CALIFORNIA CITIZENS FOR THE EQUAL APPLICATION OF THE LAW REGARDING THE PLANNING COMMISSION'S DECISION TO APPROVE A USE PERMIT TO OPERATE A FITNESS FACILITY AT 1320 WEST LOCKEFORD STREET (APN 035-340-09 – USE PERMIT NO. 12-U-19)

On Thursday, February 21, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider appeal of California Citizens for the Equal Application of the Law regarding the Planning Commission's decision to approve a Use Permit to operate a fitness facility at 1320 West Lockeford Street (APN 035-340-09 – Use Permit No. 12-U-19), attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.


There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 21, 2013, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: March 6, 2013

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, March 6, 2013**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following item:

- a) **Appeal of California Citizens for the Equal Application of the Law regarding the Planning Commission's decision to approve a Use Permit to operate a fitness facility at 1320 West Lockeford Street (APN 035-340-09 – Use Permit No. 12-U-19).**

Information regarding this item may be obtained in the Community Development Department, 221 West Pine Street, Lodi, (209) 333-6711. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: February 20, 2013

Approved as to form:

D. Stephen Schwabauer
City Attorney

EXHIBIT B

**Public Hearing to Consider Appeal of California Citizens for the Equal
Application of the Law Regarding the Planning Commission's Decision to
Approve a Use Permit to Operate a Fitness Facility at 1320 West Lockeford
Street (APN 035-340-09; Use Permit No. 12-U-19)**

Mailing List

Citizens for the Equal Application of the Law
Attention: Janice Keating
P.O. Box 92
Modesto, CA 95353

Appeal of Planning Commission Decision for file 12-U-19 for In-Shape Health Club located at 1320 W. Lockeford

St.

PARCEL	OWNER	CARE OF	ADDRESS	CITY	STATE	ZIP
3511005	SAKAUYE, SHIZU TR	WALGREEN CO REAL ESTATE TAX DE	PO BOX 1159	DEERFIE LD	IL	60015
3511006	STOOPS, RYAN & LISA		39 N HAM LN	LODI	CA	95242
3511008	DOW, RAQUEL L TR ETAL	CARTER B DON	PO BOX 805	PEPECKE O	HI	96783
3511009	NGUYEN, OANH KIM		53 N WELLINGTON WAY	LODI	CA	95242
3511012	LODI UNIFIED, SCHOOL DIST		3 S PACIFIC AVE	LODI	CA	95242
3517512	HOWEN, ROBERT G & JAMIE K TR		1008 VIENNA DR	LODI	CA	95242
3517513	SEIBEL, BRANDON K & PATRICIA L		1406 W GRAFFIGNA AVE	LODI	CA	95242
3517514	HOWEN, ROBERT G & JAMIE K TR		1008 VIENNA DR	LODI	CA	95242
3517515	OBYRNE, MICHAEL		1408 GRAFFIGNA AVE	LODI	CA	95242
3525205	GRITTS, KATHY A		1425 W LOCUST ST	LODI	CA	95242
3525206	CHRISTOPHERSON, COREY D & LAUR		1419 W LOCUST ST	LODI	CA	95242
3525207	VALLERO, THEODORE J		1413 W LOCUST ST	LODI	CA	95242
3525208	HERENDEEN, GARY K & TAMI		1407 W LOCUST ST	LODI	CA	95242
3525209	LOPEZ, LUIS G		1401 W LOCUST ST	LODI	CA	95242
3525305	FIORI, JOSEPH & BARBARA TR		531 S MILLS AVE	LODI	CA	95242
3525306	WYATT, ALICE TR		1418 W LOCUST ST	LODI	CA	95242
3525307	MANGRICH, MICHAEL D & S L		PO BOX 393	WOODBR IDGE	CA	95258
3525308	NOBRIGA, JOHN & KARRIE		15402 N RAY RD	LODI	CA	95242
3525309	LUTZ, ADELINE ETAL		1400 W LOCUST ST	LODI	CA	95242
3525310	FIELDS, FRANKLIN P & MARY JANE	LINDA J FIELDS	PO BOX 1776	LODI	CA	95241
3525311	MCMASTER, GLENN W & L TRS		1407 W ELM ST	LODI	CA	95240
3525312	MOECKLY, JEFFERY A		1413 W ELM ST	LODI	CA	95242
3525313	THURMAN, DELBERT G & ROSE TR		PO BOX 2267	LODI	CA	95241
3525414	MELISH, MARTIN A		1418 W ELM ST	LODI	CA	95242
3525415	MAYO, JOANN E		2316 W VINE ST	LODI	CA	95242
3525416	ADAME, JOHN & HILDA		1406 W ELM ST	LODI	CA	95242
3525417	SPANO, JOSEPH S & ISABELLE A L		1124 LINCOLN AVE	BURLING AME	CA	94010
3526004	GERLACK, JOHN D & B TRS		2449 VINTAGE OAKS CT	LODI	CA	95242
3526005	MOSER, LESLIE TR		1401 MARIPOSA WAY	LODI	CA	95242
3526006	SEIBEL, GERALD D & BONNIE J TR		1410 MARIPOSA WAY	LODI	CA	95242
3526007	MAYER, DEBBIE L		1413 MARIPOSA WAY	LODI	CA	95242

Appeal of Planning Commission Decision for file 12-U-19 for In-Shape Health Club located at 1320 W. Lockeford

		St.				
3526008	LAMAS, RAFAELA M		1419 MARIPOSA WAY	LODI	CA	95242
3526018	COOPER, DANA C & DAISY M TR		1422 MARIPOSA WAY	LODI	CA	95242
3526019	LUIZ, CASEY F		1416 MARIPOSA WAY	LODI	CA	95242
3526020	SEIBEL, GERALD D & BONNIE J TR		1410 MARIPOSA WAY	LODI	CA	95242
3526021	BAMESBERGER, ANETTE TR	BAMESBERGER MARITAL EXEMPT TRU	1240 LAKEWOOD DR	LODI	CA	95240
3527008	SIMPSON, STEPHEN M & MARNE L T		705 W OAK ST	LODI	CA	95240
3533001	SALVESTRIN, DINO & TECIA TR		25 CHARDONNAY LN	NOVATO	CA	94947
3533004	GALLO, RAUL		335 NEPLUS CT	LODI	CA	95242
3533005	WEIGUM, VERNON F TR		513 GERARD DR	LODI	CA	95242
3533006	WONG, JEANIE ETAL		19 ARARAT CT	SACRAMENTO	CA	95831
3533007	INEZS PARTNERS LP		1313 W LOCKEFORD ST	LODI	CA	95240
3533008	INEZS PARTNERS LP		1313 W LOCKEFORD ST	LODI	CA	95240
3533010	SINGH, ALAN A		330 NEPLUS CT	LODI	CA	95242
3533012	BAUMBACH, DALE R & PEGGY E TR		2886 STONEY CREEK CIR	ACAMPO	CA	95220
3533013	INEZS PARTNERS LP		1313 W LOCKEFORD ST	LODI	CA	95240
3533014	BRINLEE, ALTON & DIONE TR		1412 BORDEAU DR	LODI	CA	95242
3533015	PHO, ANA		4817 RUNWAY DR	FAIR OAKS	CA	95628
3534008	TAUNTON, IONE V TR		1313 W LOCKEFORD ST	LODI	CA	95242
3534009	STONE BROTHERS & ASSOC		5757 PACIFIC AVE STE 220	STOCKTON	CA	95207
3535001	HEBERLE, SARA TR		132 S SUNSET DR	LODI	CA	95240
3535002	GAUDET, PHILIP F & CHERI I		72 N PACIFIC AVE	LODI	CA	95242
3535003	ROJAS, RAFAEL VALDIVIA		66 N PACIFIC AVE	LODI	CA	95242
3535004	GIORDANO, CHARLES M & DEBRA E	RICHARD & DEBORAH SWEAT	150 EVERGREEN DR	LODI	CA	95242
3535005	ISORDIA, ALFONSO & SYLVIA		54 N PACIFIC AVE	LODI	CA	95242
3704210	XENOS, THOMAS D TR		1200 W LOCUST ST	LODI	CA	95240
3704211	SANCHEZ, ROSE M		1201 W ELM ST	LODI	CA	95240
3704212	TUCKER, NORA E TR		1220 W LOCUST ST	LODI	CA	95240
3704213	RIGAS, HOLLY M TR		1211 W ELM ST	LODI	CA	95240
3704214	HOAG, BEVERLY J TR		1503 LAKESHORE	LODI	CA	95242
3704215	MEYERS, NICHOLAS J & PENNY TR		97 S KELLY ST	LODI	CA	95240
3704216	KRAFT, BEVERLY ANN TR		816 WESTWIND DR	LODI	CA	95242
3704223	NUSS, CORY W		1123 W LOCUST ST	LODI	CA	95240

Appeal of Planning Commission Decision for file 12-U-19 for In-Shape Health Club located at 1320 W. Lockeford

3704224	KATTAN, VICTOR & IRMA TR		St. 5511 WILLOW TREE CT	KISSIMMEE	FL	34758
3704225	KATTAN, VICTOR & IRMA TR		5511 WILLOW TREE CT	KISSIMMEE	FL	34758
3704226	EBERT, ALMEDA DAYMOND TR		2535 CROWN PL	LODI	CA	95242
3704412	MCCAFFREY, ROBERT LOUIS JR TR		1126 HEIDELBERG WAY	LODI	CA	95242
3704413	BROCKNEY, ESTHER L TR		31 N SUNSET DR	LODI	CA	95240
3704421	VON BERG, STEVEN & CAROL		18836 N DAVIS RD	LODI	CA	95242
3704422	VON BERG, STEVEN TIM TR ETAL		15260 N LOCUST TREE RD	LODI	CA	95240
3704423	JEFFREY, PAUL H & S L		1220 W ELM ST	LODI	CA	95240
3710002	SINGH, AMRIK & AMRITPAL KAUR T		1225 W LOCKEFORD ST	LODI	CA	95240
3710003	COMBS, MURIEL E ETAL	R K MORGAN	1203 W LOCKEFORD ST	LODI	CA	95240
3710024	STONES OF SURRY PTP		5757 PACIFIC AVE STE 220	STOCKTON	CA	95207
3710025	STONES OF SURRY		5250 CLAREMONT AVE	STOCKTON	CA	95207
3710028	BR PETRO INC		236 N HAM LN	LODI	CA	95242
3710029	WILLIAMS, DAVID A & KATHLEEN R		3932 LAKE VISTA	DEXTER	MI	48130
3710030	STONE BROS & ASSOC		5757 PACIFIC AVE STE 220	STOCKTON	CA	95207
3710036	FARACE, JOSEPH &		3514 WHITECLIFF	NAPA	CA	94558



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Vacating the 200 Block of West Walnut Street and Authorizing City Manager to Execute Required Agreements

MEETING DATE: March 6, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider adopting resolution vacating the 200 block of West Walnut Street and authorizing City Manager to execute required agreements.

BACKGROUND INFORMATION: The proposed vacation is requested by St. Anne's Catholic Church and includes the public right of way along the 200 block of West Walnut Street between Church Street and Pleasant Avenue, as shown on Exhibit A and more particularly described as follows, to wit:

Beginning at the southwest corner of Lot 8, Block 5 as shown on "City of Lodi", formerly "Mokelumne", as filed in Book 2 of Maps and Plats, page 12, San Joaquin County Records; thence southerly to the northwest corner of Lot 1, Block 6 as shown on said Map; thence easterly along the northerly line of said Block 6 to the northeast corner of Lot 4, Block 6 of said Map; thence northerly to the southeast corner of Lot 5, Block 5 of said Map; thence westerly along the southerly line of Block 5 of said Map to the True Point of Beginning.

The church currently controls the properties on both sides of Walnut Street. The school is located on the south side of the street, and the church facilities are located on the north side. The vacation requested is primarily to improve student access between the school and church facilities.

To improve student safety, St. Anne's Catholic Church plans to develop a "plaza area" adjoining the school and church by incorporating a park-like setting that includes meandering walking paths, fountain(s), sitting area(s), landscaping, drop-off/pick up zones and other elements of beautification. A draft layout of the plaza area is included in Exhibit B.

A traffic study was performed by K.D. Anderson and Associates to determine the impacts of vacating Walnut Street between Church Street and Pleasant Street. The study concluded there would be minimal impacts to parking and no reduction in the level of service for the local street network.

The proposed vacation was approved by the Lodi Planning Commission on Wednesday, December 12, 2012. Minutes of the meeting are attached as Exhibit C. On February 6, 2013, Council adopted a Resolution of Intent (Resolution No. 2013-10) to vacate the 200 block of West Walnut Street, as shown in Exhibit D, and set the public hearing for March 6, 2013. Staff has received five responses from the public. The responses are attached as Exhibit E.

The Planning Commission and Public Works staff have set conditions associated with the approval of the abandonment. To clarify, following are the "Conditions of Approval" for the Council to consider. The following conditions must be met by the applicant as part of the abandonment process:

Conditions of Approval:

1. Prepare improvement plans showing intersections at Church and Walnut Streets and at Pleasant Avenue and Walnut Street, as per approved traffic analysis "Revised Site Plan" dated

APPROVED: _____

Konradt Bartlam, City Manager

December 4, 2012, including improvements necessary to traffic light located at Church and Walnut Streets.

2. Prepare public improvement plans for alley north of Walnut Street between Church Street and Pleasant Avenue.
3. Abandon three public street lights located within the proposed abandonment, as per request by Lodi Electric Utility Department.
4. Add Knox box to all buildings, as per request by Lodi Fire Department.
5. Paint curbs for fire lane/no parking on Pleasant Avenue for apparatus access to alleys and other areas, as per Lodi Fire Department.
6. Initial and annual operation permits required, as per Lodi Fire Department.
7. St. Anne's employees shall not use Walnut Street or Pleasant Avenue to park their vehicles for extended periods of time, as per Planning Commission Resolution No. P.C. 12-26.
8. Reserving, and excepting from the vacation, pedestrian access between Pleasant Avenue and Church Streets, as per Planning Commission Resolution No. P.C. 12-26.
9. Reserving, and excepting from the vacation, a permanent and right therein to construct, maintain, repair, and operate lines for public utilities, in, over and across the entire right of way, and no buildings or structures shall be constructed nor shall anything be planted within the easement which would interfere with the use or operation of public utilities in the easement.
10. The City Council approval of this Resolution will become null and void if all requirements and conditions of approval are not met.
11. Enter into a purchase and sale agreement in a form satisfactory to the City Attorney to purchase the vacated property upon the Recording of the Resolution to Vacate referenced in paragraph 12 below at its appraised price. The appraisal shall be commissioned by City staff and be performed by a state certified appraiser.
12. Filing of the Resolution to Vacate in the office of the County Recorder will not take place until all requirements and conditions of approval are met.

Pacific Gas and Electric Company, Comcast, AT&T, and the City of Lodi for electric, water and wastewater utilities have all approved the proposed vacation.

The appraisal to determine the market value of the proposed vacation is attached as Exhibit F. The market value of the property, with the proposed easements and restrictions, is \$45,000. The public benefit associated with the required improvements of the alley north of Walnut Street between Church Street and Pleasant Avenue, as well as the traffic signal modifications at the intersection of Walnut and Church Streets, will exceed the market value of the property.

FISCAL IMPACT: The proposed vacation will eliminate operations and maintenance costs for the 200 block of West Walnut Street.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Denise Wiman, Senior Engineering Technician
FWS/DW/pmf
Attachments

cc: Charlie Swimley, Deputy Public Works Director/City Engineer
Denise Wiman, Senior Engineering Technician



PROPOSED STREET ABANDONMENT

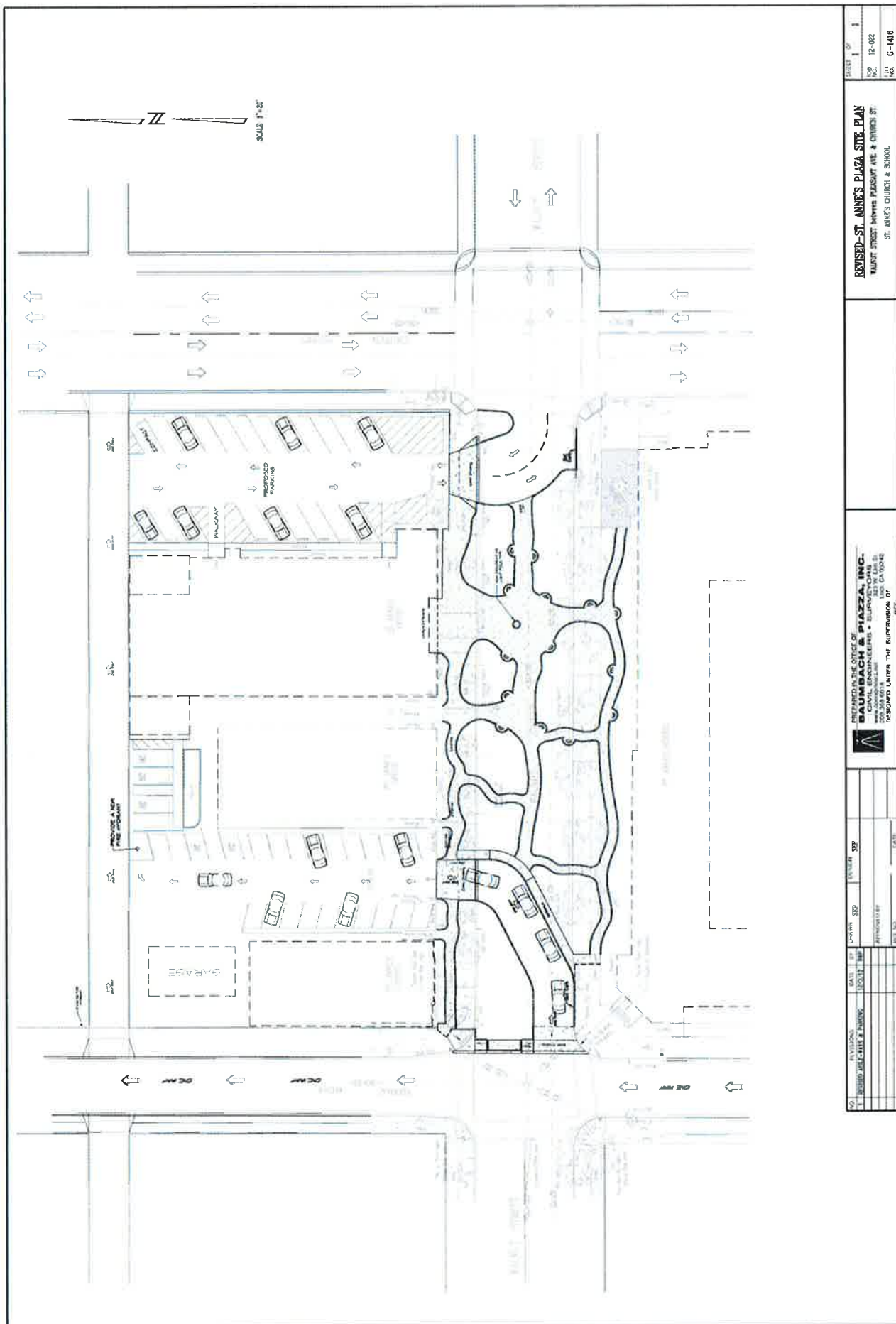
200 BLOCK OF WEST WALNUT STREET
80 FOOT RIGHT-OF-WAY
PLEASANT STREET TO CHURCH STREET



ABANDONMENT BOUNDARIES



1 inch = 90 feet



KD Anderson & Associates, Inc.
Transportation Engineers

5048-01 LT 12/4/12

- Commissioner Olson asked what the bar hours are. Mr. Snider stated that the bar is open from the time that the cardroom opens until 2 am. Olson asked what the restaurant hours are. Snider stated that the restaurant hours are 8 am to 2 am. Olson asked why we are being asked to add an hour on either end. Mr. Snider stated that that is when poker players like to play. He added that this isn't a typical bar setting. It isn't a rowdy setting.
- Commissioner Hennecke asked what type of paging is done. Mr. Snider stated that it is for the players are waiting for a table or out taking a break. Hennecke suggested that maybe using the type of pagers that light up will alleviate the problem.
- Commissioner Heinitz stated his appreciation for the benefit that the establishment has brought to Lodi.
- Chair Kirsten stated his agreement with Commissioner Heinitz's sentiments.

Public Portion of Hearing Closed

- Commissioner Hennecke asked if there are any special conditions for the cardroom in regards to the ratio of food services verses alcohol. Mr. Bartlam stated that is no difference in the ratio.

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Heinitz, Kiser second, approved the request to amend a previously approved Use Permit 07-U-01 to increase the number of tables, expand the hours of operation and increase the number of legal cardroom games at 1800 S. Cherokee Lane subject to the conditions in the resolution. The motion carried by the following vote:

Ayes:	Commissioners –	Heinitz, Hennecke, Jones, Kiser, Olson and Chair Kirsten
Noes:	Commissioners –	None
Absent:	Commissioners -	Cummins

Chair Kirsten recused himself from item 3e) because he has property interest within the sphere of influence of the proposed project. Vice Chair Jones moved to the Chair's seat.

- e) Notice thereof having been published according to law, an affidavit of which publication is on file in the Community Development Department, Vice Chair Jones called for the public hearing to consider the request from St Anne's Catholic Church (SACC) and School to permanently vacate Walnut Street from Pleasant Avenue to Church Street to create a park and plaza area between the church and school facilities.

Community Development Director Konrad Bartlam gave a brief PowerPoint presentation based on the staff report. Staff recommends approval of the project and the Planning Commission will need to make the finding for vacating, closing, Walnut Street and forward the recommendation on to the City Council.

Commissioner Heinitz stated that he studied the traffic and spoke to the neighbors and he thought that Pleasant Avenue and Lee Avenue could be brought back to a two-way traffic with parking only on one side. Heinitz asked if the plaza will be open to everyone twenty four hours a day seven days a week. Mr. Bartlam stated that the commission could put that as a condition if that is their wish. Heinitz would like to see a condition that requires the employees to not park on Pleasant or on Walnut. He would like to see a cueing plan for the pick-up and drop-off of students.

Commissioner Kiser stated that he has a few of the same concerns as Commissioner Heinitz.

Commissioner Hennecke stated his concern about routing all the traffic through that narrow alleyway on the north side of the project.

Commissioner Olson asked if this will change the timing of the light on Church Street. Mr. Bartlam stated that it could be based on the triggering that is in the street. Olson asked if the ownership of the property will transfer to St. Anne's. Mr. Bartlam stated that the church will have to purchase the property. Olson stated that the maintenance of the property will then fall to the church. Bartlam confirmed that to be correct.

Commissioner Kiser asked if there will be a signal or stop sign at Pleasant and Walnut. Mr. Bartlam stated that there will not be a signal at that intersection.

Commissioners Olson, Kiser, Hennecke, and Jones stated that they had conversations with the applicant regarding the project.

Hearing Opened to the Public

- Father Brandon Ware, Pastor at St. Anne's, came forward to answer questions. Pastor stated that he has seen this done in other cities and the positive effect it has had on the community.
- Commissioner Kiser asked if Pastor Ware would be willing to agree to the conditions mentioned earlier by the Commissioners. Pastor Ware stated that he is willing to agree to the plaza never being closed to the community, but would need to be stepped through the other conditions at a little slower pace. Kiser asked if the church and school would be willing to go along with the condition of requiring employees to park in the parking lots and not on the streets. Pastor Ware stated that that sounds reasonable.
- Commissioner Olson is looking forward to watching this proposal grow, but would like to have some reassurance that the maintenance of the area will be taken care of by the Church. Pastor Ware stated that the church will be taking care of and maintaining the plaza. Olson encouraged Pastor Ware to create a maintenance fund for the plaza.
- Commissioner Heinitz asked about the funeral cueing that currently happens on Walnut Street. Pastor Ware showed on the plans what the thought was for cueing in cases of a funeral.
- Commissioner Hennecke asked if the parking lot on the east side of the church is mostly church parking and the parking lot on the west of the church is mainly for staff. Pastor Ware stated that the parking lot to the east is shared with the Methodist Church to the north and the parking lot to the west is for staff.
- Dan Phillips, Walnut Street resident, came forward to oppose the project. Mr. Phillips is concerned that the downtown will turn into a parking lot for the church. Even tonight the streets are packed with cars. It makes it difficult to get the leaves picked up by the City because there isn't a day that the church staff doesn't park in front of his house. He is concerned about the Fire Department getting to his house in a timely manner in the case of an emergency. Mr. Phillips read a letter written by his wife.
- Addison Beach, Walnut Street resident, came forward to express concerns about the project. Mr. Beach stated that his driveway is constantly blocked. He has concerns with the security at night, will this be a place for the homeless to hang out when it isn't being supervised. He would like to see permit parking for in front of his house. Commissioner Olson asked for clarification that the problem parkers are from the church and school. Mr. Beach stated that it is from the school and church. Commissioner Heinitz asked if there had been any outreach by the church. Mr. Beach stated that they did have an outreach BBQ.
- Sharon Simmons, Pleasant Avenue resident, came forward to express concerns about the project. Ms. Simmons stated that she has many of the same concerns. She suggested that the church demolish the house that they own across the street from her home to create additional parking for the project. Vice Chair Jones asked if Ms. Simmons is in support of the project. Ms. Simmons stated that she would support the project if the parking concern

would be addressed. Commissioner Hennecke asked if Ms. Simmons would be in support of taking Pleasant back to two-way traffic. Ms. Simmons stated that she would not be in support of that idea.

- Gerald Hanning, Hutchins Street resident, came forward to oppose the project, but would be okay with the project if it was left open to foot traffic. He suggested that the applicant try closing the street off for a trial-run and see how it works.
- Dale Stephens, Pleasant Avenue resident, came forward to oppose the project. Parking is a major issue. There is no parking in front of his house up until 9 pm and later. There used to be parking in the back of the church on the playground at one time. Unless there is something done with the parking Mr. Steven's can not support the project. Commissioner Olson asked if a parking permit for residences would alleviate the parking issue. Mr. Stephens stated that he honestly couldn't say with the apartments across the street. Commissioner Hennecke asked if the properties along this section of Pleasant have alley access to get additional parking. Commissioner Heinritz asked Mr. Stephens to keep an open mind and this could solve the problems that currently exist.
- Linda Larocca, Walnut Street resident, came forward to support the project. Ms. Larocca is more concerned with the speeding traffic that comes down the street currently. Blocking the street will alleviate this problem and make the area safer for the kids. The parking problem could be resolved if the school would open up the playground in the back for dropping off and picking up of students.
- Carmen Musch, Oak Street resident, came forward to support the project. Ms. Musch stated that the parking in the area isn't just because of the church and school, Hutchins Street Square and the downtown events are to blame.
- Annett Murdaca, Winerose Court resident and church parishioner, came forward to support the project. The parking issue can be worked out. The plaza will be a great place for people to come and rest or just to walk through. This will be a benefit to the Lodi community. Commissioner Olson asked if the public will be able to use this for personal use. Ms. Murdaca stated that people using the space for personal gain hasn't been discussed at this point.
- Bob Smith, Parkland Construction contractor for the project, came forward to support the project and answer design questions. Mr. Smith stated that the church has done quite a bit of outreach to the Community, City Staff, City Council, as well as the Planning Commissioners. A traffic study and parking study have been provided in the staff report. Vice Chair Jones asked about the number of parking spaces verses staff members. Mr. Smith stated that he did not have those figures in front of him, but that there has been much discussion with the Staff Members for both the church and school and believes through notification and education all the parking issues can be worked out. Commissioner Heinritz stated that the parking and cueing need to be conditions in the resolution.
- Dennis Taricco, Principal of St. Anne's School, came forward to address a question by Commissioner Olson regarding the staff parking on the streets. Mr. Taricco stated that the majority of the staff at the school park on Church Street, not on Pleasant. The playground in the back of the school is opened up for student pick-up after school. Commissioner Kiser stated that working on the education of the school staff and parents regarding the parking and the possibility of parking permits for residences could help with some of the objections, but there will have to be a commitment from the church and school. Mr. Taricco stated that he agrees with the idea and will make it a priority to get all school staffing to park in designated areas. Commissioner Hennecke stated that maybe putting the St. Anne's parking lot as a permit parking only for St. Anne's staff would help to stop other downtown parkers from using the St. Anne's parking lot. Hennecke asked Mr. Taricco to point out where the playground is and suggested using that as additional parking as well as a drop-off and pick-up area for students. Mr. Taricco stated that the area is opened up for parents to pick up there children in the afternoon. Mr. Taricco pointed out the school crossing sign that sits at Pleasant and Walnut and stated that it has been hit so many times that it is now attached with tape to keep it in place. This intersection is a true hazard.

- Dave Kirsten, downtown business owner, came forward to address the Commission. Commissioner Hennecke asked if Chair Kirsten was allowed to address the Commission on an item that he had to recue himself. Director Bartlam stated that Mr. Kirsten, Joe Citizen, is allowed to address the Commission. Mr. Kirsten stated his support for the project. He believes that clear language should be placed in the resolution that allows for the public access to be maintained in perpetuity for all of time.

Public Portion of Hearing Closed

- Commissioner Kiser stated that he would be in favor of the project only if the parking issues could be worked out. The area will need to be left open to the public forever, St. Anne's staff will have to park only in designated off street parking areas, and an approved cueing plan will need to be in place.
- Commissioner Heinitz asked what the options are for the Commission at this point. Mr. Bartlam stated that the resolution can be approved with additional conditions, the item can be continued, or the project can be denied.
- Commissioner Olson would like to see the resolution conditioned tonight rather than continuing the item to a later meeting. Mr. Bartlam suggests that the Commission direct staff to work with the City Traffic Engineer on the permit parking idea.
- Director Bartlam suggested the following conditions based on discussion:
 - The Plaza area shall not be closed from public access except for special events.
 - Staff parking for the St. Anne's church and school shall not use the public right-of way.
 - Drop-off routes for St. Anne's school will occur off of the public street and will be reviewed and approved by the Community Development Director prior to implementation.

MOTION / VOTE:

The Planning Commission, on motion of Commissioner Kiser, Heinitz second, approved the request from St Anne's Catholic Church (SACC) and School to permanently vacate Walnut Street from Pleasant Avenue to Church Street to create a park and plaza area between the church and school facilities subject to the conditions in the resolution with the addition noted above. The motion carried by the following vote:

Ayes:	Commissioners –	Heinitz, Hennecke, Kiser, Olson and Vice Chair Jones
Noes:	Commissioners –	None
Absent:	Commissioners -	Cummins and Chair Kirsten

Chair Kirsten rejoined the Commission. He clarified the reason for recueing himself from items 3b) and 3c) earlier was because of his property interest within the sphere of influence of the projects.

4. PLANNING MATTERS/FOLLOW-UP ITEMS

Director Bartlam stated that the Development Code Update will be going to the City Council to set the Public Hearing in February.

5. ANNOUNCEMENTS AND CORRESPONDENCE

None

6. ACTIONS OF THE CITY COUNCIL

Director Bartlam stated that there has been a memo provided in the packet and staff is available to answer any questions.

7. ACTIONS OF THE SITE PLAN AND ARCHITECTURAL REVIEW COMMITTEE

None

RESOLUTION NO. 2013-10

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS
INTENTION TO VACATE A PORTION OF WALNUT STREET FROM
CHURCH STREET TO PLEASANT AVENUE AND TO SET A PUBLIC
HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE
PROPOSED ABANDONMENT CAN BE HEARD

WHEREAS, St. Anne's Catholic Church, the owner of all property on both sides of the 200 block of West Walnut Street (the "Property") have requested the vacation of the street right-of-way, and more particularly delineated on the attached map marked Exhibit A; and

WHEREAS, pursuant to the requirements of Government Code §527288.1, the name of the owner of the title or interest in the Property as it appears on the latest equalized assessment roll is:

Owner: Pastor of St. Anne's Church Corp.

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such street right-of-way; and

WHEREAS, a public hearing has been held by the Planning Commission on December 12, 2012, to determine General Plan conformity; and

WHEREAS, the Planning Commission found the intent to vacate the proposed street right-of-way conforming to the General Plan as conditioned in Planning Commission Resolution 12-22.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That this City Council does hereby fix Wednesday, March 6, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, as the time and place when and where all persons interested in or objecting to this proposed abandonment may appear before this City Council and be heard; and
2. That the Public Works Director shall cause to be posted notices of abandonment conspicuously along the line of the portion of street hereinabove described and proposed to be abandoned in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and
3. That copies of this resolution shall be published for at least two successive weeks prior to March 6, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: February 6, 2013

I hereby certify that Resolution No. 2013-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk



PROPOSED STREET ABANDONMENT

200 BLOCK OF WEST WALNUT STREET
80 FOOT RIGHT-OF-WAY
PLEASANT STREET TO CHURCH STREET



ABANDONMENT BOUNDARIES



1 inch = 90 feet



January 24, 2013


Lodi City Council
c/o City Clerk
221 W Pine Street
Lodi, CA 95240

RE: Walnut Street Road Closure

Dear Council members:

Please be advised that I am fully in favor of the above-referenced pending road closure. Not only will this project provide much needed safety for the school children, but serve as a downtown beautification and gathering place for our community. As a downtown business owner, also owning a commercial property one block North of the proposed project, I believe my property value will also be enhanced by the fulfillment of this project. Please consider approval of this project at your upcoming February 6, 2013 meeting. Thank you.

Sincerely,



Scott R Marcus, CLU
Wealth Management Advisor

SRM/jk

RECEIVED
JAN 24 2013
CITY CLERK

Scott R. Marcus, CLU®
Wealth Management Advisor

207 W Oak St
Lodi, CA 95240
209 369 5555 office
800 401 2084 toll free
209 369 5559 fax
scott.marcus@nmfn.com
www.scott-marcus.com



RECEIVED
JAN 24 2013
CITY CLERK

January 24, 2013

Lodi City Council
221 W Pine Street
Lodi, CA 95240

RE: Walnut Street Road Closure

Dear Council members:

I wish to urge your support of the pending Walnut Street road closure project. I am a parent of two St. Anne's students, as well as a property and business owner one block North of the proposed project. The safety of the students should be paramount, and there are frequent close-calls with regard to traffic traveling both East and West on Walnut Street while students cross at Pleasant Street throughout the day. This project would alleviate this dangerous condition, while also providing a beautiful addition to our burgeoning downtown. Please give serious consideration to approving this wonderful project as a gift to the entire community. Thank you.

Very truly yours,



Dina M. Marcus
Firm Owner

DMM/lf



207 W. Oak Street, Lodi, CA 95240
2620 S. Maryland Parkway, #14-879, Las Vegas, NV 89109
Tel 209.333.8485 Fax 209.333.1133 Toll Free 800.682.2323
www.marcusdepo.com • Email mdr@marcusdepo.com
Court Reporting You Can Count On.

Wally Sandelin

From: Rad Bartlam
Sent: Monday, January 28, 2013 8:22 AM
To: Wally Sandelin
Subject: FW: St. Annes Walnut Street Plaza

FYI.

Rad

-----Original Message-----

From: Randi Johl
Sent: Mon 1/28/2013 8:14 AM
To: 'Carl Maggio'
Cc: City Council; Rad Bartlam; Steve Schwabauer
Subject: RE: St. Annes Walnut Street Plaza

Thank you for your email. It was received by the City Council and forwarded to the City Manager's office for information, response and/or handling.

Randi Johl, JD, MMC
City Clerk, City of Lodi
Legislative Director, California City Clerks Association
221 West Pine Street
Lodi, California 95240
(209) 333-6702 Telephone
(209) 333-6807 Facsimile

From: Carl Maggio [mailto:carlmaggio@sbcglobal.net]
Sent: Sunday, January 27, 2013 06:45 PM
To: City Council
Subject: St. Annes Walnut Street Plaza

I would like your consideration at the February 6th city council meeting to allow the Walnut Street closure for the new St. Anne's Plaza because it will improve the downtown beautification and help with child safety for the St. Anne's children. Thank You.

Wally Sandelin

From: Rad Bartlam
Sent: Tuesday, January 22, 2013 11:29 AM
To: Wally Sandelin
Subject: FW: St. Anne's Catholic Church Plaza

FYI, Rad

-----Original Message-----

From: Randi Johl
Sent: Tue 1/22/2013 11:28 AM
To: 'Olivia Heier'
Cc: City Council; Rad Bartlam; Steve Schwabauer
Subject: RE: St. Anne's Catholic Church Plaza

Thank you for your email. It was received by the City Council and forwarded to the City Manager's office for information, response and/or handling.

Randi Johl, JD, MMC
City Clerk, City of Lodi
Legislative Director, California City Clerks Association
221 West Pine Street
Lodi, California 95240
(209) 333-6702 Telephone
(209) 333-6807 Facsimile

From: Olivia Heier [mailto:otheier@gmail.com]
Sent: Tuesday, January 22, 2013 11:07 AM
To: Randi Johl; Alan Nakanishi; Bob Johnson; JoAnne Mounce; Phil Katzakian; Larry Hansen
Subject: St. Anne's Catholic Church Plaza

Date: January 22, 2013

To: Alan Nakanishi, Mayor

Phil Katzakian, Mayor Pro Tempore

Larry Hansen, Council Member

Bob Johnson, Council Member

Joanne Mounce, Council Member

I, Olivia Heier, St. Anne's Catholic Church Parishioner am in support of the Walnut Street closure, between Church and Pleasant so that we St. Anne's can create a Plaza. As you are well aware St. Anne's Catholic Church has been a fixture in downtown Lodi for many years. St. Anne's Parishioners are Lodi business owners, employees, and community service volunteers. We love Lodi and desire only to make it a prosperous, beautiful, safe, welcoming community for all. I believe that our beautiful, peaceful Plaza once completed will especially enrich downtown Lodi and neighbors surrounding our Church property. It will slow traffic and create greater safety for the school and neighborhood children. All of us will benefit.

Thank you for giving me this opportunity to share with you my support and enthusiasm for this project.

Respectfully yours,

Olivia Heier

Wally Sandelin

From: Rad Bartlam
Sent: Tuesday, January 22, 2013 9:53 AM
To: Charles Swimley; Wally Sandelin
Subject: FW: St. Annes' Street Closure

FYI, Rad

-----Original Message-----

From: Randi Johl
Sent: Tue 1/22/2013 8:33 AM
To: 'Richard Ulricksen'
Cc: City Council; Rad Bartlam; Steve Schwabauer
Subject: RE: St. Annes' Street Closure

Thank you for your email. It was received by the City Council and forwarded to the City Manager's office for information, response and/or handling.

Randi Johl, JD, MMC
City Clerk, City of Lodi
Legislative Director, California City Clerks Association
221 West Pine Street
Lodi, California 95240
(209) 333-6702 Telephone
(209) 333-6807 Facsimile

From: Richard Ulricksen [mailto:rulricksen@gmail.com]
Sent: Tuesday, January 22, 2013 05:39 AM
To: City Council
Subject: St. Annes' Street Closure

Dear City Council Members:

I fully support the street closure of Walnut between Pleasant and Church Streets for the creation of a plaza open and accessible to the public. The plaza will create a beautiful space while functioning as a safety improvement for the St. Anne's School students as well as for the safety of the children attending catechism classes in the afternoon and evening hours.

The two-way stop creates a hazardous situation for the children as well as for adults conducting them across the street. Frequently, I have observed drivers not stopping for those at the cross walk. The speed limit is too high for a school zone.

As to the concern for the loss of parking spaces, it only about 15 parking spaces that will be affected.

Thank you for considering my support for the closure.

Lydia Ulricksen

FILE NO. 2013-201

SELF CONTAINED REPORT

Of

**Walnut Street Abandonment
Between Pleasant Avenue and Church Street
Lodi, CA 95240**

**Client
City of Lodi**

For

**Mr. Steve Schwabauer
Lodi City Attorney
221 West Pine Street
Lodi, CA 95240**

**Prepared By
Norman H. Swanberg, MAI, SRPA**

As of

February 5, 2013

SWANBERG & ASSOCIATES

15721 N. FREE ROAD, LODI, CALIFORNIA 95242, (209) 333-1993, Fax: (209) 333-2426

February 20, 2013

Mr. Steve Schwabauer
Lodi City Attorney
221 West Pine Street
Lodi, CA 95240

RE: Walnut Street Abandonment between Church Street and Pleasant Avenue

Dear Mr. Schwabauer:

As you requested, I have prepared the following Self Contained Report, of the above named property. I personally observed the property on February 5, 2013. The purpose of this appraisal is to develop a Market Value opinion of the Fee Simple Interest of the subject property. The appraisal is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP), adopted by the Appraisal Standards Board of the Appraisal Foundation. Further, this appraisal is intended to comply with the requirements of the Codes of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

As a result of the analysis and conclusions contained in the following report of 40 pages plus Addenda, I have arrived at a Market Value opinion of the Fee Simple Interest, with easements and restrictions as described in this report, of the subject property as of February 5, 2013 of:

\$45,000
FORTY FIVE THOUSAND DOLLARS

Extraordinary Assumptions and Hypothetical Conditions

Their use might have affected the assignment results.

The appraisal is based on the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value.

Respectfully submitted,



Norman H. Swanberg, MAI, SRPA
State Certified General Real Estate Appraiser AG002453, expires 1/24/2014

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

TYPE OF REPORT:	Self Contained Report
LOCATION OF PROPERTY:	Walnut Street, between Pleasant Avenue and Church Street
ASSESSORS PARCEL NO:	N/A City owned street. South of Assessor's parcels 043-041- 06, 07, & 08. North of 043-042-10
CENSUS TRACT:	0042.04
EFFECTIVE DATE OF VALUE:	February 5, 2013
RIGHTS APPRAISED:	Fee Simple
NEIGHBORHOOD DESCRIPTION:	Primarily a residential area adjoining Downtown Lodi.
SITE DESCRIPTION:	An 80 by 320 foot area currently used as a two lane road, known as Walnut Street.
IMPROVEMENT DESCRIPTION:	Typical street improvements, which are showing signs of aging.
ZONING:	RE-1, Residential Eastside Revision to Mixed Use approved February 6, 2013, effective in a few weeks. The subject is first valued as if it were buildable. Adjustments are then made for applicable easements and restrictions.
GENERAL PLAN:	Mixed use

VALUE OPINION:

With no Easements or Restrictions: \$180,000

VALUE OPINION:

**With applicable Easements and
Restrictions:** \$45,000

**CRITICAL ASSUMPTIONS AND
HYPOTHETICAL CONDITIONS:**

Their use might have affected the assignment results.

The appraisal is based on the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value.

USE OF REPORT:

Possible abandonment of street

REQUESTED BY:

Denise Wiman
Senior Engineering Technician
Public Works Department
City of Lodi

LIMITING CONDITIONS AND ASSUMPTIONS

1. The Appraiser assumes no responsibility for matters of legal nature affecting the property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable. The property is appraised as though under responsible ownership.
2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Appraiser has made no survey.
3. Testimony or appearance in court because of having made the appraisal is not included in the agreed upon fee.
4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
5. The Appraiser assumes that there are no hazardous materials, contaminants, hidden or unapparent conditions of the property, subsoil, or structures, easements or restrictions which would render it more or less valuable which are not disclosed by the client. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

6. Information, estimates and opinions furnished to the Appraiser and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility is assumed for its accuracy.

7. On all appraisals, subject to satisfactory completion, repairs, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner.

8. The appraisal is based upon the present condition of the national economy and the present purchasing power of the dollar. This report expresses the opinion of the signer as of the date of value and in no way has been contingent upon the reporting of specified values or findings.

9. The limit of the appraiser's liability is the amount of the fee.

10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Their use might have affected the assignment results.

The appraisal is based on the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I Norman H. Swanberg has completed the continuing education program of the Appraisal Institute.
- I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.



Norman H. Swanberg, MAI, SRPA, AG002453
State Certification expires 1/24/2014

Date: February 20, 2013

IDENTIFICATION OF THE PROPERTY

The subject is Walnut Street, between Pleasant Avenue and Church Street, City of Lodi, County of San Joaquin. A legal description is in the Addenda. The owner is the City of Lodi, which is a tax exempt entity. There are no Assessed Values, parcel numbers or Taxes.

The Assessor's Parcel Numbers for the adjoining property to the north are 043-041-06, 07 and 08. The Assessor's Parcel Number for the adjoining property to the south is 043-042-10.

Maps showing the location of the subject are in the Addenda.

PURPOSE/OBJECTIVE OF THE APPRAISAL

The objective of this Appraisal is to develop a Market Value opinion of the Fee Simple Interest of the subject property as of February 5, 2013. The subject is being valued on an "As Is" basis, subject to easements and restrictions and the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value.

The date of the report is February 20, 2013.

SCOPE OF THE APPRAISAL

This is a Self Contained Report. The subject was observed by Norman Swanberg, as well as the comparables. The subject is first valued as if it were buildable. Adjustments are then made for applicable easements and restrictions. Information was obtained on sales and other items from sources considered reliable.

I have not provided any services on this property in the prior three years.

COMPETENCY

The Appraiser is competent to complete this assignment.

CLIENT

The client is the City of Lodi.

INTENDED USE

The intended use of the appraisal report is to assist in a possible abandonment of the subject property.

INTENDED USER

The intended users of the appraisal report the City of Lodi and Pastor, Saint Anne Church Corp.

DEFINITIONS

Market Value

The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated.
- b. both parties are well informed or well advised, and each acting in what he considers his own best interest.
- c. a reasonable time is allowed for exposure in the open market.
- d. payment is made in terms equivalent to cash in U.S. dollars or in terms of financial arrangements comparable thereto: and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Federal Deposit Insurance Corporation, (FDIC))

Fee Simple Interest:

An absolute fee; a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. An inheritable estate.

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. This might have impacted the value opinion.

Exposure Time

Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

REGION

A map of the region is in the Addenda.

California, a state of the southwestern United States, is the third largest in area, and has the largest population. California is ranked first in agricultural cash receipts with a wide variety of goods being produced. Cattle, milk, cotton, and grapes are the most significant. California ranks first in manufacturing, and fourth in mining. San Francisco is the largest city in northern California with many other cities nearby, making the San Francisco Bay Area a large metropolitan area.

Between two mountain ranges in northern California is the Central Valley, which is about 50 miles wide and 500 miles long. The Central Valley produces huge amounts of vegetables, fruit, grain, dairy goods, nuts, and livestock. Major centers of fruit and vegetable processing in the Central Valley are Bakersfield, Fresno, Sacramento, and Stockton. The state capitol is located in Sacramento, which is in the Central Valley.

The County contains a total of 1,412 square miles and ranks 33 in size, compared to all of California's counties. The County has a strong agricultural base and consistently ranks within the top ten agricultural counties in the United States. Leading agricultural crops are milk, grapes, cattle, calves, tomatoes, eggs, hay, sugar beets, corn, asparagus, and walnuts.

San Joaquin County is in the Central Valley and adjoins some of the San Francisco Bay Area counties. Prices and population density are generally greater in the Bay Area and the counties nearby are getting increasing numbers of commuters seeking affordable housing. A report issued in 2008 predicted the population would increase to 1,783,973 by the year 2050. This is an increase of 2.6 times.

The following population statistics from the State of California Department of Finance are shown below:

State & Counties	1/1/11	1/1/12	Percent Increase
California	37,427,946	37,678,563	0.7
San Joaquin	689,160	695,750	1.0
Stanislaus	516,244	519,940	0.7
Sacramento	1,427,961	1,435,153	0.5

COMMUNITY DESCRIPTION

A map of the community is in the Addenda.

Lodi

The City of Lodi is located in California's Central Valley, 34 miles south of Sacramento, 12 miles north of Stockton, and 90 miles east of San Francisco.

Topography

The City of Lodi is generally level and has an elevation of 51 feet above sea level.

Agriculture

Wines, nuts, milk, and processed food create the strong agricultural industry of Lodi. There are numerous wineries and tasting rooms in the area, and Lodi wines are sold through out the world.

Climate

The climate is moderate compared to most of the United States.

History

The City of Lodi was incorporated in 1906 and by 1960 the population grew to 22,229. By 1970 this had increased to 28,614, by 1980 to 34,300, by 1990 to 51,874, by 2000 to 57,500, by 2010 to 62,134 and by 2011 62,473. In addition to the population growth shown above, there is additional growth in areas just outside the perimeter of the City.

Education

Lodi Unified School District includes elementary, middle, high schools, continuation high schools, day schools, an adult school, career center, a children's center, a developmental center for disabled students and several pre-school programs. There are also private elementary schools, middle schools, and high schools.

San Joaquin Delta College is located in nearby Stockton and serves the City of Lodi as well as other territories. It offers 50 different occupational programs in addition to its general academic program.

The University of Pacific is located in Stockton and is private. It offers a wide range of undergraduate and professional programs including business, public administration, math, engineering, pharmacy, music, and education. Advanced degrees are offered in pharmacy, physics, communications, education, chemistry, and others.

Humphrey's College is also located in Stockton and is a private liberal arts college. It offers AA and Bachelors programs in selected fields, including accounting, business management, secretarial science, computer science, and systems programming. They also have a law program.

Sacramento State University is located in Sacramento and is within commuting distance. It offers a variety of programs under the State University System. Stanislaus State University offers some courses in Stockton.

Health Care

Lodi has one general hospital with satellite clinics. Other facilities are available in Stockton or Sacramento.

Recreation

Lodi is located near the San Joaquin Delta, the area where the Sacramento, San Joaquin, and other rivers meet before entering the San Francisco Bay. The Delta is essentially a 700,000-acre farm randomly criss-crossed by 1,000 miles of navigable rivers, streams, sloughs, and canals resulting in a paradise for fishermen, house boaters, water skiers, and other water activities. Other recreational facilities include numerous parks, some specific use facilities, and playgrounds. The main park is Lodi Lake with swimming and boating. There are nearby county parks, a zoo, museum, and a community center.

Government

The City of Lodi has a council/manager type of government. The City owns and operates the electric utility system.

Transportation

Amtrak, the Southern Pacific Railroad and Central California Traction Company provide railroad transportation. There are regularly scheduled truck lines with contract carriers. Overnight delivery is available to Los Angeles and San Francisco. Air transportation is available at Sacramento Metropolitan Airport to the north. Greyhound Bus Lines provide bus transportation. Major highways are State Route 99 and Interstate 5 running north and south. Running east and west is State Highway 12.

Employment

Major employers in the Lodi labor market area include General Mills, Cottage Bakery, and several other manufacturing companies. Major non-manufacturing employers include Blue Shield, Lodi Unified School District, Lodi Memorial Hospital, and the City of Lodi. A 101 room Hampton Inn opened in July 2008.

The San Joaquin County unemployment rate for December is given for several years. The 2005 rate was 7.5%, 2006 7.5%, 2007 9.2%, 2008 12.9%, 2009 16.8%, 2010 18.1%, 2011 16.1, and 2012 14.5%. The unemployment rate peaked at 16% in February 1992, during that recession, and was higher during the recent recession. It has recently improved. August and September typically see the highest employment, due to crop harvests.

Summary

Lodi is a small to medium size City, not far from larger metropolitan areas. There is a good balance of education, recreation, culture and transportation. Employment within the City is diversified and additional sources are within commuting distances. The downturn in the economy has affected Lodi along with the rest of the world. In conclusion, Lodi is considered to be a stable well balanced community.

NEIGHBORHOOD DESCRIPTION

A map showing the location of the neighborhood is in the Addenda.

The neighborhood is primarily a residential area adjoining Downtown Lodi. It is north of Lodi Avenue, south of Oak Street, east of Hutchins Street, and west of Church Street. There are commercial uses along Lodi Avenue. There is a church adjoining the subject to the north and a school run by that church to the south. The General Plan and future Zoning are Mixed Use for the blocks between Church Street and Pleasant Avenue. This would allow retail on ground floors and office or residential above. It would also allow apartments. This change in use would most likely be very gradual. This area includes the subject.

Photographs of adjacent uses follow.



Buildings on the north side of Walnut Street from Pleasant Avenue

WALNUT STREET ABANDONMENT, LODI



Buildings on the south side of Walnut Street from Church Street



Buildings on the south side of Walnut Street from Church Street

WALNUT STREET ABANDONMENT, LODI



Homes to the west on the NWC of Walnut Street and Pleasant Avenue



Homes to the west on the SWC of Walnut Street and Pleasant Avenue

WALNUT STREET ABANDONMENT, LODI



Bank of Stockton Branch at the SEC of Walnut Street and Church Street



Parking lot and buildings on the NEC of Walnut Street and Church Street

SITE DESCRIPTION

Map

A map of the site is in the Addenda.

Size and Shape

The subject is Rectangular in shape. Dimensions on the Assessor's Parcel Map show 80 feet by 320 feet, which gives 25,600 square feet

Topography

The site is near level.

Utilities

All normal utilities are available.

Census Tract

The Census Tract Number is 0042.04.

Zoning

The subject was zoned RE-1, Residential Eastside on the date of value. Revision to Mixed Use was approved February 6, 2013, effective in a few weeks. The appraisal is based on the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value. Mixed use does not allow a duplex or single family residence. This would allow retail on ground floors and office or residential above. It would also allow apartments.

General Plan

The General Plan is Mixed Use.

Taxes and Assessments

In June of 1978 the citizens of California passed Proposition 13. The Real Estate Tax Rate is fixed at 1% of the Assessor's full cash value plus certain voter approved bonds. Also, the Assessor may not reappraise any property until there is new construction or a transfer of ownership. When this occurs, the Assessor is obliged to revalue the property at its Market Value at the time of the construction or transfer. Since a potential buyer of the subject would face a reassessment with any property being purchased, this is not considered to adversely affect value.

The owner is the City of Lodi, which is a tax exempt entity. There are no Assessed Values, parcel numbers or Taxes.

Street and Access

The subject has frontage on Pleasant Avenue to the west and Church Street to the east. Both of these and the subject are two lane paved roads. Photographs of the streets follow.

WALNUT STREET ABANDONMENT, LODI



Looking south on Pleasant Avenue



Looking north on Pleasant Avenue

WALNUT STREET ABANDONMENT, LODI



Looking north on Church Street from Walnut Street



Looking south on Church Street from Walnut Street

Wetlands

Nothing was observed that would indicate that the subject is in a wetland area.

Seismic Conditions

There are no Alquist Priolo Special Study Zones in San Joaquin County.

Easements

There is a storm drainage line approximately in the middle of Walnut Street. There is a water line approximately a fourth of the way north of the south curb of Walnut Street. Pacific Gas and Electric Company has a gas line in the street and will retain an easement. The location of the gas line has not been identified. Lodi Electric has lines, running north to south, at the east and west ends of the subject. A ten foot wide easement is to be retained for each of these lines. Public utility easements are to be retained for the entire site.

Restrictions

Planning will not allow the subject to be fenced off and the public will be allowed to pedestrian access in perpetuity.

Toxic Hazards

This appraiser is not an expert in toxic hazards. Nothing was observed in the course of the inspection that indicated a toxic hazard problem.

History of the Subject

There have been no sales of the subject in the last three years.

Adequacy

The site is considered functionally adequate for a courtyard, with some driveways. It is also adequate for a city street.

IMPROVEMENT DESCRIPTION

Existing

The subject property is now improved with a two lane City street, sidewalks, curbs, and gutters, as well as trees. The asphalt street has cracks and patches. It appears to be near the end of its life. The sidewalks are older and have some shifting from the tree roots. The 15 trees are dormant, but appear to be healthy. Most of them are mature.

Proposed

The adjoining property to the north and south is owned by "Pastor St. Anne Church Corp." A school is to the south. They are interested in safe passage from one side of the street to the other, with no vehicle traffic. They intend to remove the old street, sidewalks, curbs, and gutters. The proposed use will include driveways at each end to parking lots on the north side of the street. The balance will be a combination of planters and walkways. This will provide a passageway from the north to south and a nice amenity. Planning will not allow the subject to be fenced off and the public will be allowed to walk through and enjoy the area. A copy of the proposed site plan is in the Addenda.

Current photographs of the improvements follow.



Looking east on Walnut Street from Pleasant Avenue

WALNUT STREET ABANDONMENT, LODI



Looking west on Walnut Street from Church Street

HIGHEST AND BEST USE

Definition

--that reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Alternatively, that use from among reasonably probable and legal alternative uses found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners.

Also implied, is that the determination of highest and best use results from the appraiser's judgement and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In the context of investment value an alternative term would be profitable use.

Highest and Best Use as Vacant

Legally Permissible

The subject is first valued as if it were buildable. Adjustments are then made for applicable easements and restrictions. The subject was zoned RE-1, Residential Eastside on the date of value. Revision to Mixed Use approved was February 6, 2013, effective in a few weeks. The appraisal is based on the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value. Mixed use does not allow a duplex or single family residence. This would allow retail on ground floors and office or residential above. It would also allow apartments with from eight to 35 units per acre. That would allow between five and 21 units.

Physically Possible

The site is rather long and narrow. A variety of commercial, mixed or apartment uses would be physically possible, but the shape of the parcel would be awkward.

Financially Feasible

An improved economy would be needed to be financially feasible to build at this time. Searches were made for both commercial land sales and multi-family in San Joaquin and Stanislaus Counties. The land size used in the search was between 2/10 and two acres. Six sales, of land zoned for apartments, were found with sales prices ranging

from \$1.43 to \$3.74 per square foot. One other sale was substantially higher, but it was only .21 acre and was in Newman. Commercial land sales are higher, so apartment would not be the highest & best use. The east end fronts Church Street, so retail would be logical at that end. The balance would more likely be developed as office, with parking at the west end. Some second floor apartments would be a possibility.

Maximum Productivity

The highest and best use as vacant would be to hold until there is improvement in the economy. Commercial development, at least primarily, would be the most profitable at this time. It is possible this could change by the time development is feasible.

Highest and Best Use as Improved

The streets and sidewalks are older and would be removed for normal development. The trees are attractive, but most could not be retained if the parcel were available for normal development. The existing improvements would be removed with normal development, with the possible exception of a few trees. Maximum productivity would be achieved by removing at least most of the improvements and developing the site as if vacant, when the economy improves.

Typical Buyer

The typical buyer would be an investor, other than the adjoining owner.

Typical User

The typical user would multiple commercial tenants, with a combination of ground floor retail and office. Some second floor apartments may be feasible.

Market Conditions

National and State

A credit crunch that began in 2007 escalated into a full-blown global financial crisis over the second half of 2008 as turmoil spread from the sub-prime mortgage sector of the U.S. bond market to other financial markets. As asset prices dropped, some financial institutions were forced to sell their higher quality assets to raise cash. This led to four quarters of negative growth in gross domestic product, the worst since the depression. The last of these was the second quarter of 2009.

Uncertainties in Europe have had an effect on our economy. Greece defaulted, with banks accepting less than full value for their bonds. Several other countries have high debt loads and may also fail. A recession in Europe would have a negative impact on our exports. There is uncertainty as to whether or the European Union will fail. An article in the November 16, 2012 paper indicated Europe was officially back in recession for the first time in three years.

An LA Times article in the September 14, 2012 paper told of Fed Chief, Bernanke announcement. He said \$40 billion a month will be used to purchase mortgage backed securities until the market improves substantially. This is essentially printing money which in the long run will be inflationary.

November 9, 2012 the National Association of Realtors predicted the housing recovery should continue through the coming years, assuming there are no further limitations on the availability of mortgage credit, or a "fiscal cliff". Their economist said the housing market clearly turned around in 2012. He saw no signs of inflation in 2013, but felt it would be 4 to 6% by 2015, due to the huge federal government deficit. Annual price increases in the range of 5 to 6% were predicted for the coming years. This will reduce the number of people that are upside down on their loans. So far, we have only regained half of the jobs lost during the recession.

October 2012 home and apartment construction starts reached a four year high. Housing starts at an annual rate of 478,000 in the month of April 2009. October 2012 was 894,000. Healthy is considered to be 1,500,000.

Consumer spending increased in nine of 12 regional banking districts in October and early November. The San Francisco Region had modest growth. Areas struck by the severe storm in the east saw declines.

An article in the November 30, 2012 paper told of a report by the National Association of Realtors. They indicated the number of contracts to buy homes in October was nearly the highest level in almost six years. Excluding a few months which peaked due to the home buyer tax credit, October had the most sales since March 2007.

A year end survey of 48 economists anticipated a 2.1% increase in GDP in 2013. They anticipated no change in the unemployment rate.

Edward Jones anticipates 2.0% growth in GDP in 2013.

The Mortgage Bankers Association expects very modest economic growth in 2013, but still growth. They are predicting a 1.9% increase in 2013 compared to 1.7% in 2012. They are anticipating 2.5% in 2014. They predict the unemployment will decrease very slowly to 7.7% in 2013 and 7.4% in 2014.

As expected, at the very last minute, Congress acted to reduce the size of the fiscal cliff. However, that was just one fight in the long battle over how to reduce the federal deficit, and there are more fights ahead in the coming months.

The January 15, 2013 paper told of a report from CoreLogic passed on repeat sales of the same property. They indicated home prices increased 7.5% in 2012 which was the biggest increase since 2006. They forecast another 6% for 2013.

On January 30, 2013 Costar gave a webinar discussing the economy and industrial market. The fourth quarter had negative growth. Inventories declined 1.3%, exports decreased slightly, and government spending decreased. Hopefully this is not a trend. Delinquencies on homes are declining. They predicted warehouse demand should continue to increase slightly. The national industrial absorption was good. San Jose had the worst absorption in the nation. Overall industrial vacancy was 8.9%, an improvement from the end of 2011. Industrial asking rents increased 1% for the year, with .6% of this in the last quarter. There were 111 markets with increased rents and 99 with declines. Demand has been good for larger industrial spaces. The East Bay had positive absorption and more demolition than new construction. There is now spec new construction in the East Bay. The East Bay had a 1.3% improvement in the industrial vacancy rate and a 4% increase in rents. This national organization mentioned that companies were starting to look at places like Stockton, because East Bay rents are so high. They thought the industrial market was two thirds of the way through the dip in the economy.

Bay Area Influence

Many of the Central Valley homes that were purchased by people who could not afford them were Bay Area commuters, with good paying jobs. Many of the people who lost these homes have returned to apartments in the Bay Area. This leaves an oversupply of homes in the Central Valley. The census numbers say the population has increased, but apparently the number of people with good incomes has decreased. The reduction of people with good incomes in the Central Valley reduces need for retail space, office space, etc. This is also true of people out of work.

An article in the June 16, 2011 Record gave an update on Bay Area prices. On July 17, 2009 a report from Data Quick was given in the Record. The median price for the nine county Bay Area peaked at \$665,000 in 2007 and decreased to \$290,000 in March 2008. It increased each month after this to \$352,000 in June 2009. A later article indicated a September 2009 median price of \$365,000. By May 2010 they were up to \$410,000, but declined 9% to \$372,000 in May 2011. Bay Area prices are still much higher than the Central Valley, but are fluctuating. The recent decline in prices will discourage people from buying in the Central Valley and commuting to the Bay Area. The price of gas increased substantially and then declined some. The uncertainty in the Middle East makes the future prices of gas unclear. This will discourage people from buying in the Central Valley and commuting to the Bay Area. A June 16 article by Bloomberg, and found on the internet said there was a surge of wealth from the sale of technology stocks which has caused the bidding up of home prices in Silicon Valley. Palo Alto prices climbed 20% in May from a year earlier, the biggest jump since 2008. Mountain View rose 3.1% from a year earlier, the ninth year-over-year gain in 12 months. Cupertino gained 12% in a year, Saratoga 4.7%. These are higher end areas.

The 2012 Silicon Valley Index found job growth in the high-tech hub far outpaced the country as a whole. The region had a 4% increase in jobs, compared to a nationwide increase of a little more than 1%. Another article by Forbes said new home construction in the Silicon Valley was up 97% in the third quarter of 2011 compared to a year earlier.

There is a commuter train that goes from Stockton, through Lathrop, Manteca, and Tracy on its way to San Jose. Improvements in the job market around San Jose should benefit these cities.

An article in the April 18, 2012 paper indicated March home sales decreased 4.5% from February, but prices were up 9.2%. Tight inventory and robust home sales in the Bay Area fueled the increase in median home price. Stockton had a 37% increase in home sales, and the median price increased 0.8%.

A Costar article dated September 5, 2012 San Francisco and San Jose were among the strongest commercial real estate markets in the country. They are driven by technology jobs. Absorption and rent growth have both been strong. Office rent growth in San Francisco lead the nation at 16.8% for the second quarter and San Jose also had notable increases.

On January 30, 2013 Costar gave a webinar discussing the economy and industrial market. The national industrial absorption was good. San Jose had the worst absorption in the nation. Demand has been good for larger industrial spaces. The East Bay had positive absorption and more demolition than new construction. There is now spec new construction in the East Bay. The East Bay had a 1.3% improvement in the industrial vacancy rate and a 4% increase in rents. This national organization mentioned that companies were starting to look at places like Stockton, because East Bay rents are so high.

Local

The San Joaquin County unemployment rate for December is given for several years. The 2005 rate was 7.5%, 2006 7.5%, 2007 9.2%, 2008 12.9%, 2009 16.8%, 2010 18.1%, 2011 16.1, and 2012 14.5%. The unemployment rate peaked at 16% in February 1992, during that recession, and was higher during the recent recession. It has recently improved. August and September typically see the highest employment, due to crop harvests.

The Appraisal Institute gave its 2012 Annual Spring Conference March 19, 2012. Jeff Michael, Director of University of Pacific Business Forecasting Center, spoke. He indicated San Joaquin County had bottomed out. We were creating jobs again. East Bay jobs were hard hit in the recession, but they are finally starting to recover. He anticipates a 3.5% growth rate in 2014 and 2015 for California. He indicated San Joaquin County had 7,500 excess houses. There are 2,500 to 2,600 new households formed each year, which would result in the excess being consumed by 2015. He felt we were about half way through the foreclosures.

WALNUT STREET ABANDONMENT, LODI

Loopnet is a data service that provides listing and sales information on commercial, multifamily, and industrial properties. They give per square foot statistics on asking rents and sales prices for September, 2012, three months earlier, and a year earlier. This was the latest information available as of January 29, 2013. The following are for San Joaquin County.

PROPERTY TYPE	THREE MONTH CHANGE	ANNUAL CHANGE
INDUSTRIAL RENT	-0.4%	-4.2%
INDUSTRIAL LISTING	-2.1%	-19.8%
OFFICE RENT	-2.0%	-4.4%
OFFICE LISTING	-4.2%	-20.8%
RETAIL RENT	-3.5%	-9.3%
RETAIL LISTING	-12.1%	-35.7%

This information is based on asking rents and listing prices, not actual sales or rents. The sample size for each category is not known. Tracy is closer to the Bay Area than most of the county and generally more desirable.

An article in the May 25, 2012 paper indicated the Port of Stockton received a grant to dredge the channel leading to Stockton. This will allow larger cargo ships to reach the Port, which will provide more jobs for Stockton.

On June 4, 2012 Renee Becker said she has not seen much improvement in the industrial market.

On August 6, 2012 Fred Miller felt there would be an improved industrial market within three years. He recently sold 501 Bitritto Way, Modesto and has a listing on 1244 Marchy Lane, Ceres. Both of these are industrial properties.

On September 12, 2012 Timothy Pryor commented on the industrial market. He is president of Mid Cal Industrial Properties and has been a commercial broker in the area for many years. He felt the industrial market improved very slowly but surely in the past year.

An article in the September 14, 2012 Record indicated five Central Valley metropolitan areas were the worst in the nation in foreclosure related filings in August. Stanislaus County was the worst and San Joaquin County was fifth. The rate for San Joaquin County improved by 19% from the prior month and 28% from a year earlier.

An article in the September 19, 2012 paper indicated San Joaquin County quickened its economic recovery pace in the second quarter. It was ranked 37th in the nations 100 largest metropolitan areas in improvement, up from 44th in the first quarter.

On October 3, 2012 Christopher Sill said he has had not seen any improvement in the market. He is Senior Vice President in the Stockton office of Lee & Associates. He specializes in retail and office.

On October 4, 2012 Richard Adkins said he has not seen any improvement in the market. He is with Sperry Van Ness in Sacramento and has seven years of experience. His "markets" include the metropolitan areas of Sacramento, Stockton, and Modesto.

An Article in the November 24, 2012 paper indicated grading had begun for an Amazon distribution building with 1,000,000 square feet in Tracy. It is expected to create 1,000 jobs when completed in about a year. The contract was expected to be signed within a week. A similar sized Amazon facility is also under construction 20 miles to the south in Patterson, that will process different products. Tracy indicated negotiations are in process for another similar sized project, but could not give details.

November 29, 2012 Mike Glazzy, said he has not seen any improvement in the market. He said there is greater demand for industrial property with a yard. He has an MBA and has been with Sousa Realty in Tracy since 1993. He specializes in commercial and industrial properties.

November 29, 2012 David Fish with Lee & Associates said he has not seen any improvements in the market. He joined Lee & Associates, in Stockton, in 2007 as Research Director and has specialized in sales and leasing of industrial properties since 2008.

An article in the November 30, 2012 paper indicated non-distressed residential sales were 51% of the transactions in San Joaquin County, compared to 37% a year earlier. The median sales price for a single family residence rose 14.6% from a year earlier.

The December 4, 2012 paper indicated BlueLinx leased a 120,000 square foot distribution building on five acres at the Port of Stockton. They were formerly at a Newark facility in the Bay Area. They will bring 50 jobs to the area.

An article in the December 12, 2013 paper indicated San Joaquin County was added to the Improving Market Index of the National Home Builders Association and First American Title Company.

An article in the January 16, 2013 paper indicated California home prices were increasing. The state median single family home price went up 27% from December 2011 to December 2012. San Joaquin County was 15.7% and Stanislaus County 19.2%. The Bay Area saw higher increases.

An article in the January 18, 2013 paper told of a talk by Jeffrey Michael, director of the Business Forecasting Center at University of the Pacific. He said the San Joaquin County economy has suffered more than others. He felt we have reached bottom. He said the next two years could bring a substantial bump in home prices, but did not expect it to be as dramatic as the Bay Area. The new 1,722 bed prison medical facility will bring more good high paying jobs.

An article in the January 18, 2013 paper indicated California had a large walnut crop, and San Joaquin County leads the state in production. Demand in Asia was strong and shipments were well ahead of last year. This is keeping prices high. It is also increasing the demand for shipping facilities. The Stockton Marine Highway brings ships to Stockton which is close to the walnut supply. There were many new plantings of walnuts in recent years, so production should increase significantly if the next few years. This should have some impact on the demand for shipping facilities in Stockton.

On January 30, 2013 someone in the Pombo Real Estate office (Tracy) said there has been a little improvement in the market.

On February 16, 2012 Wayne Craig indicated interest from buyers is increasing, including interest in land. He has been developing and selling commercial real estate for many years.

In summary there was a period when very liberal loans were made on single family residences. Many people bought more than they could afford and prices escalated rapidly. The market overcorrected. The majority of home sales are foreclosure-distress sales. Near new properties are selling for less than replacement cost of the building, not counting land value. Prices will increase when supply and demand return to equilibrium. Home prices have begun to improve. Demand for office, retail, industrial, etc. will also improve. This is expected to happen gradually, with commercial/industrial lagging behind residential. We are now seeing some encouraging signs of improvement, and a slow recovery.

Exposure Time

Exposure time is defined in USPAP as follows: the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Exposure time typically would be from the listing date until a purchase contract had been agreed upon. This is presumed to occur prior to the effective date of the appraisal. Escrow time would be from the date a purchase contract had been agreed upon until close of escrow. This is presumed to occur after the date of value.

The exposure times for various sales are as follows.

Sale	Exposure
Three	1,683 Days
Four	1,400 Days
Five	1,035 Days

The exposure time for Sale Five is 29 days per Comps Inc. It appears to be for the current listing. This property has previously been offered for sale and Metrolist indicates 1,035 days cumulative.

208 E. 11th Street, Tracy sold 7/24/12 29 Days

1402 Colony Rd., Ripon sold 7/16/12 154 Days

216 W. Yosemite Ave., Manteca sold 5/22/12 29 Days

The exposure time is estimated to be nine months. This is based on good marketing, and realistic pricing.

THE APPRAISAL PROCESS

Three approaches to value, the Cost Approach, the Sales Comparison Approach, and the Income Approach are customarily utilized by Appraisers for the purpose of arriving at a value estimate for a given property. The subject is first valued as if it were buildable. Adjustments are then made for applicable easements and restrictions.

For the Cost Approach, the Appraiser determines the value of the subject site as though vacant and put to its Highest and Best Use. Then an estimate is made of the cost of replacing the subject improvements at current cost rates. From the replacement cost new dollar amount, the estimated loss in utility caused by physical, functional, and economic depreciation is subtracted. The depreciated improvement value is then added to the site to indicate the value by the Cost Approach. The Cost Approach is not meaningful for improvements the age and condition of the subject and has not been used for this reason. It is not necessary for a credible assignment result.

In applying the Sales Comparison the Appraiser takes several distinct steps. First, he seeks out properties similar to the subject, which have sold in the market. Second, he qualifies the sales to see that no unusual terms, motivating forces, etc. have distorted sale prices. Third, he compares the comparable property's physical and/or economic characteristics with those of the subject, being sure that adjustments are made for any differences. Last, the Appraiser correlates the adjusted sale prices of the sales into an indicated value for the Sales Comparison Approach.

For the Income Approach, the Appraiser determines the gross stabilized Market Rental income of the subject by analyzing comparable rental space. Then, deductions as indicated by the Market are made for vacancy and collection losses, and operating expenses. The net operating income is then capitalized by using the appropriate methodology and a capitalization rate, which is based on Market data to arrive at a value indicator. The Income Approach is not meaningful for vacant land and has not been used for this reason. It is not necessary for a credible assignment result.

THE SALES COMPARISON APPROACH

Several land sales were considered. A map showing the location of the properties is in the Addenda. Information on the land sales follows.

WALNUT STREET ABANDONMENT, LODI



SALE ONE

16 & 40 South Cherokee Lane, Lodi

A P N:	043-230-12 & 13	Sales Price:	\$400,000
Date of Sale:	12/31/2012	Price / Land SF.	\$10.21
Grantor:	Geweke Land Dev.	Terms:	Cash
Grantee:	City of Lodi	Land Area:	39,194 SF
Deed Number:	42034	Offsites:	Complete
Marketing Time:	Unknown	Building:	Two small
Zoning:	C-2 General Com.		
Comments:	This is an older used car lot that had been vacant and for sale for some time. It was purchased as land for a new fire station. Information was from the Lodi News Sentinel, another appraiser, and Steve Schwabauer, Lodi City Attorney.		

WALNUT STREET ABANDONMENT, LODI



SALE TWO

3131 West Hammer Lane, Stockton

A P N:	082-220-08	Sales Price:	\$290,000
Date of Sale:	11/8/2012	Price / Land SF.	\$9.51
Grantor:	Hammer & Kelley Part	Terms:	Conventional
Grantee:	Nos Soucis Inc.	Land Area:	91,476 SF
Deed Number:	146670	Offsites:	Complete
Marketing Time:	N/A	Building:	Demolish
Zoning:	Commercial		
Comments:	There is now a Walgreens on this formerly developed site. Information is from another appraiser and public records.		

WALNUT STREET ABANDONMENT, LODI



SALE THREE

1810 South Fresno Avenue, Stockton

A P N:	163-820-65	Sales Price:	\$348,480
Date of Sale:	12/27/2012	Price / Land SF.	\$4.00
Grantor:	S. J. Valley Associates	Terms:	Cash
Grantee:	Msd-DV Stockton Llc	Land Area:	87,120 SF
Deed Number:	17534	Offsites:	Complete
Marketing Time:	N/A	Building:	None
Zoning:	Commercial		
Comments:	This is a vacant parcel with frontage on three streets, including Highway 4. Information was from Comps and Public records.		

WALNUT STREET ABANDONMENT, LODI



SALE FOUR (Listing)

5 & 9 W. Lockeford Street, Lodi

A P N:	041-165-06 & 07	Listed Price:	\$89,950
Date of Sale:	Current listing	Price / Land SF.	\$7.56
Grantor:	Stephen Mertz	Terms:	TBD
Grantee:	N/A	Land Area:	11,900 SF
Deed Number:	N/A	Offsites:	Complete
Marketing Time:	1,400 Days	Building:	None
Zoning:	C-2, General Commercial		
Comments:	These are two adjoining parcels with 70 feet of frontage on Lockeford Street, and 170 feet deep. Information is from Comps, Metrolist, and public records.		

WALNUT STREET ABANDONMENT, LODI



SALE FIVE (Listing)

217 North School Street, Lodi

A P N:	043-023-04	Listed Price:	\$299,000
Date of Sale:	Current Listing	Price / Land SF.	\$11.07
Grantor:	J. & D. Lockwood	Terms:	TBD
Grantee:	N/A	Land Area:	27,007 SF
Deed Number:	N/A	Offsites:	Complete
Marketing Time:	See Comments	Building:	None
Zoning:	C-2, General Commercial		
Comments:	This is a vacant lot at the corner of Lockeford & School. Comps indicates it as being listed for 29 days, which is apparently the current listing. It has previously been listed. Metrolist shows the cumulative days on market at 1,035. Information is from Comps, Metrolist, and public records.		

Land Sales Analysis

An adjustment grid is on the next page. Downward adjustments are made when the comparable is superior. Upward adjustments are made when the comparable is inferior. A value indicator is shown from each sale as well as the land value opinion.

Downward adjustments are made for time because values are still declining.

Adjustments are made for size because smaller parcels tend to sell for more per square foot than larger parcels.

Significant adjustments are made for shape, because the subject is long and narrow. Sale Four is similar in shape. Sale Three has frontage on three streets, so it has a larger adjustment than the others.

Adjustments for demolition are made under improvements. The subject needs demolition and three of the sales did not.

Adjustments have been made for location, with consideration to the fact that the subject has only 80 feet of frontage on Church Street. The other end fronts a residential area. A very large adjustment is made on Sale Three because it is in South Stockton.

Sale One is the most current and the most similar in size of the closed sales. It is in Lodi. It had similar improvements that needed to be demolished.

Sale Two is a recent transaction with improvements that needed to be demolished and is equal in location.

Sale Three is a recent transaction with commercial land.

Sale Four (a listing) is the most similar in shape, is in Lodi, and had a zero net adjustment.

Sale Five (a listing) is the most similar in size and is in Lodi.

There is a narrow range of indicators from the closed sales and the listings are slightly higher. There were relatively few adjustments with most of the sales. All of the closed sales indicate \$7.00 if rounded to the nearest dollar. The indicator from Sale Three is within four cents of \$7.00 per square foot. One of the closed sales indicates higher and one lower. The listings indicate slightly higher values, but they may sell for less. Market Value of the Fee Simple interest is \$7.00 per square foot, which gives \$180,000 rounded.

WALNUT STREET ABANDONMENT, LODI

LAND VALUE

2013-201L SALE NO.	PRICE	SALE DATE	NET SQ. FEET	SHAPE	IMPS Need	ZONING Mixed	LOC. Downtown	OFFSITES	TOTAL ADJ.	PER FT. VALUE IND.
SUBJECT	N/A	N/A	25,600	Narrow	Demolition	Use	Lodi	Complete	N/A	N/A
1, Cherokee Ln. Adjustment	\$10.21	12/31/2012 (\$0.10)	39,194 \$0.00	Superior (\$4.00)	Similar \$0.00	Com \$0.00	Cherokee \$1.00	Complete \$0.00	(\$3.10)	\$7.11
2, Hammer, Stk. Adjustment	\$9.51	11/8/2012 (\$0.29)	91,476 \$1.50	Superior (\$4.00)	Similar \$0.00	Com \$0.00	Equal \$0.00	Complete \$0.00	(\$2.79)	\$6.72
3, S. Fresno, Stk. Adjustment	\$4.00	12/27/2012 (\$0.04)	87,120 \$1.50	Superior (\$4.50)	None (\$1.00)	Com \$0.00	Inferior \$7.00	Complete \$0.00	\$2.96	\$6.96
4, Lockford St. Adjustment	\$7.56	Asking \$0.00	11,900 (\$1.00)	Similar \$0.00	None (\$1.00)	Com \$0.00	Inferior \$2.00	Complete \$0.00	\$0.00	\$7.56
5, School St. Adjustment	\$11.07	Asking \$0.00	27,007 \$0.00	Superior (\$4.00)	None (\$1.00)	Com \$0.00	Inferior \$1.50	Complete \$0.00	(\$3.50)	\$7.57
CONCLUSION	25,600	Sq. Ft.	X	\$7.00	=	\$179,200		ROUNDED		\$180,000

ALLOCATION OF VALUE

The previous analysis is for the Fee Simple Value with no easements or restrictions. Not all rights are to be transferred. The City will retain public utility easements under the entire area. The City will retain rights for pedestrian access, with the exception of when Church is having service. Buildings cannot be constructed in the area.

The Church/school will no longer have vehicle traffic between their facilities on opposite sides of the street, other than at the ends to provide parking lot access. There will be an attractive pedestrian only area. The Church will need to demolish much of the street improvements, construct, and maintain the new improvements.

Considering the above the City is retaining 75% of the rights and value. The Church is acquiring 25% of the rights and value.

RECONCILIATION AND VALUE CONCLUSION

The Fee Simple value, without easements or restrictions, is \$180,000. The allocation of value is 25% for the rights to be acquired by the Church. Multiplying \$180,000 times 25% gives \$45,000.

Conclusion

As a result of the analysis and conclusions contained in the preceding report plus Addenda, I have arrived at a Market Value opinion of the Fee Simple Interest, with the easements and restriction previously described, of the subject property as February 5, 2013 of **\$45,000**.

Extraordinary Assumptions and Hypothetical Conditions

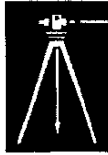
Their use might have affected the assignment results.

The appraisal is based on the hypothetical condition that the subject was rezoned to Mixed Use as of the date of value.

ADDENDA

- A. Legal Description
- B. Location Maps of Subject
- C. Site Plan
- D. Location Map and Parcel Maps of Land Sales
- E. Appraisers Qualifications
- F. Appraisers License

A. Legal Description



BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

Roadway Abandonment City of Lodi Walnut Street

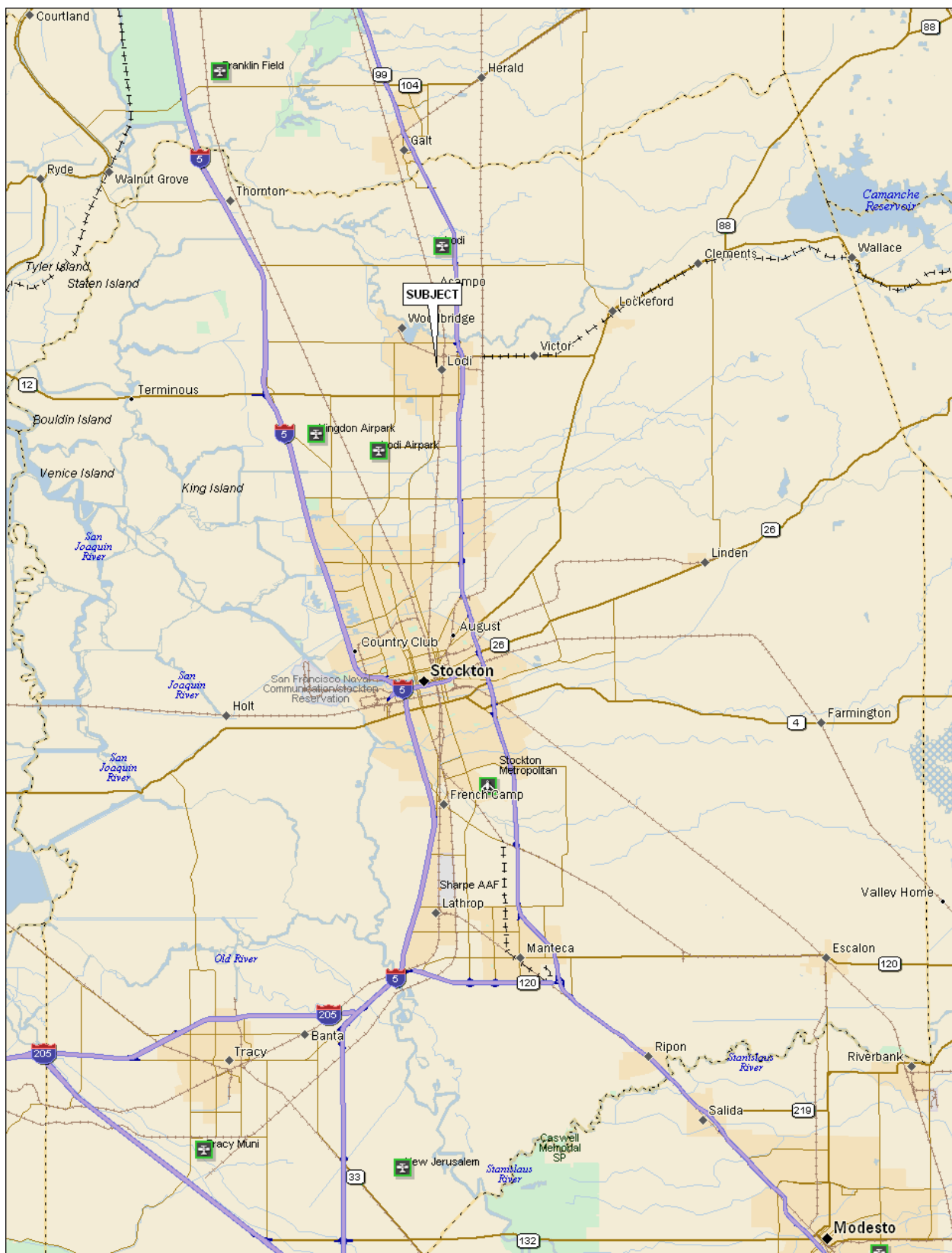
That certain real property situated in the State of California, County of San Joaquin, City of Lodi, described more particularly as follows:

BEGINNING at the southwest corner of Lot 8, Block 5 as shown on "City of Lodi", formerly "Mokelumne", as filed in Book 2 of Maps and Plats, page 12, San Joaquin County Records; thence southerly to the northwest corner of Lot 1, Block 6 as shown on said Map; thence easterly along the northerly line of said Block 6 to the northeast corner of Lot 4, Block 6 of said Map; thence northerly to the southeast corner of Lot 5, Block 5 of said Map; thence westerly along the southerly line of Block 5 of said Map to the TRUE POINT OF BEGINNING.



[Handwritten signature]
1/28/13

B. Location Maps of Subject



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2012.

www.delorme.com

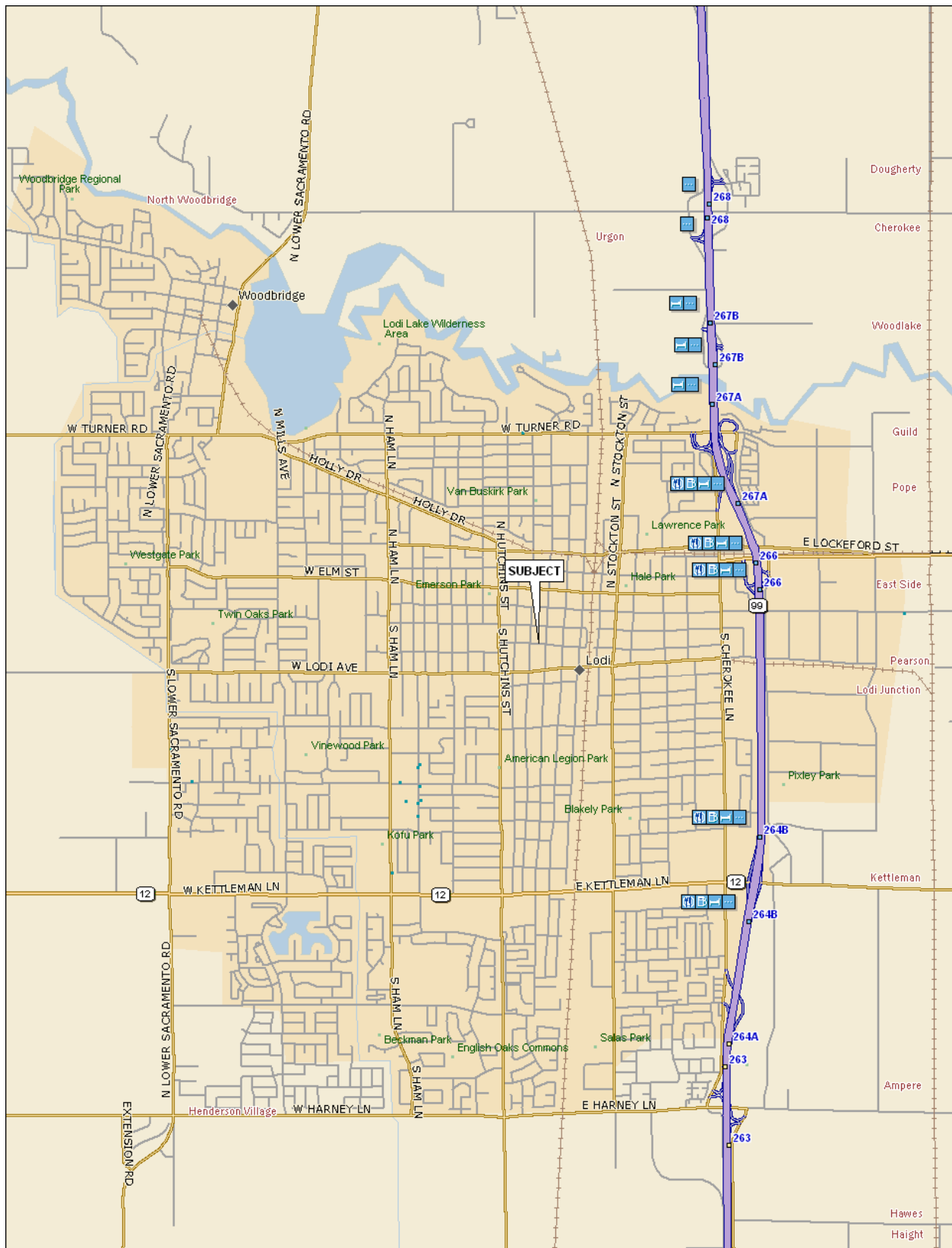


MN (13.9° E)



0 1 2 3 4 5 6 7 8 9 mi

Data Zoom 9-3



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2012.

www.delorme.com

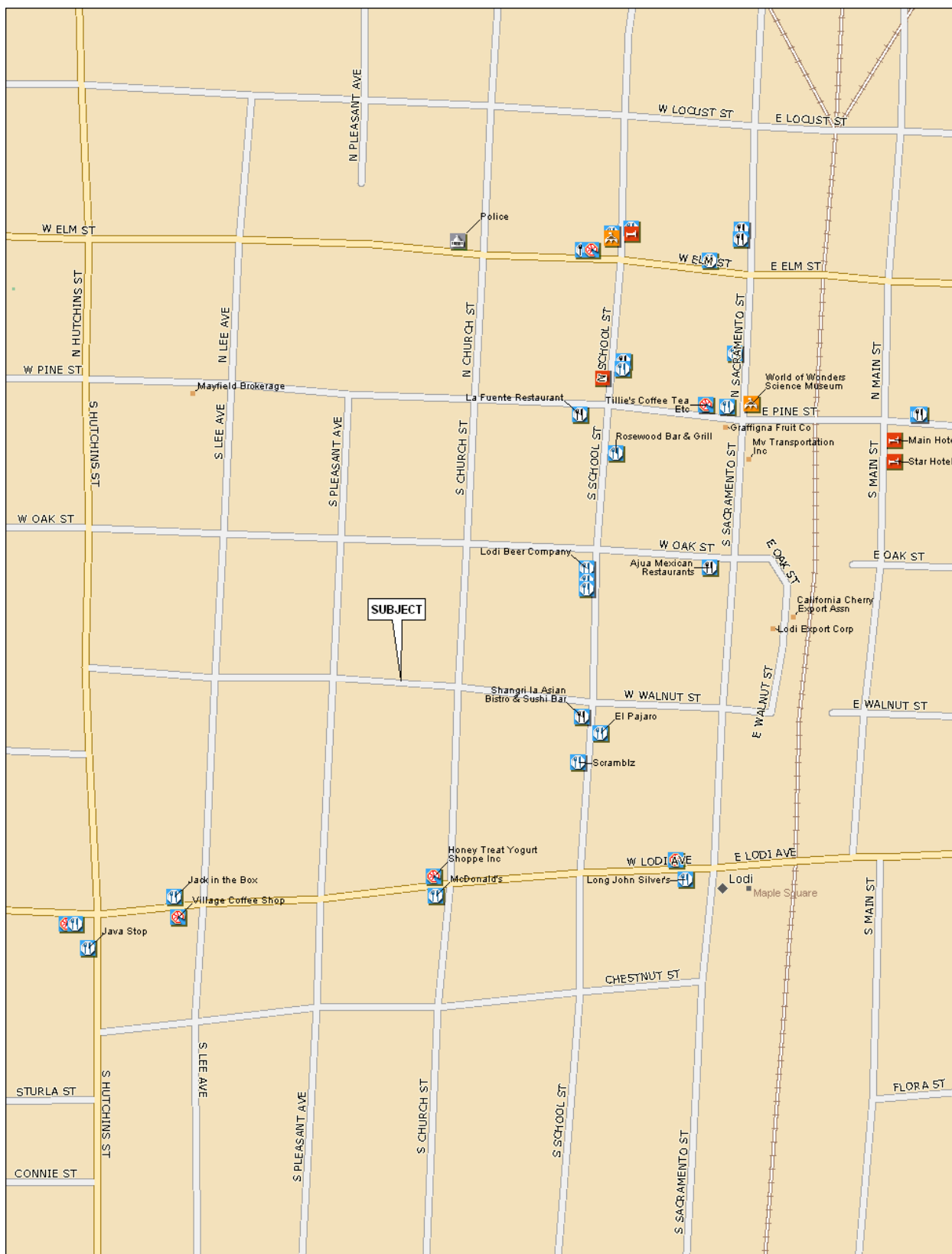


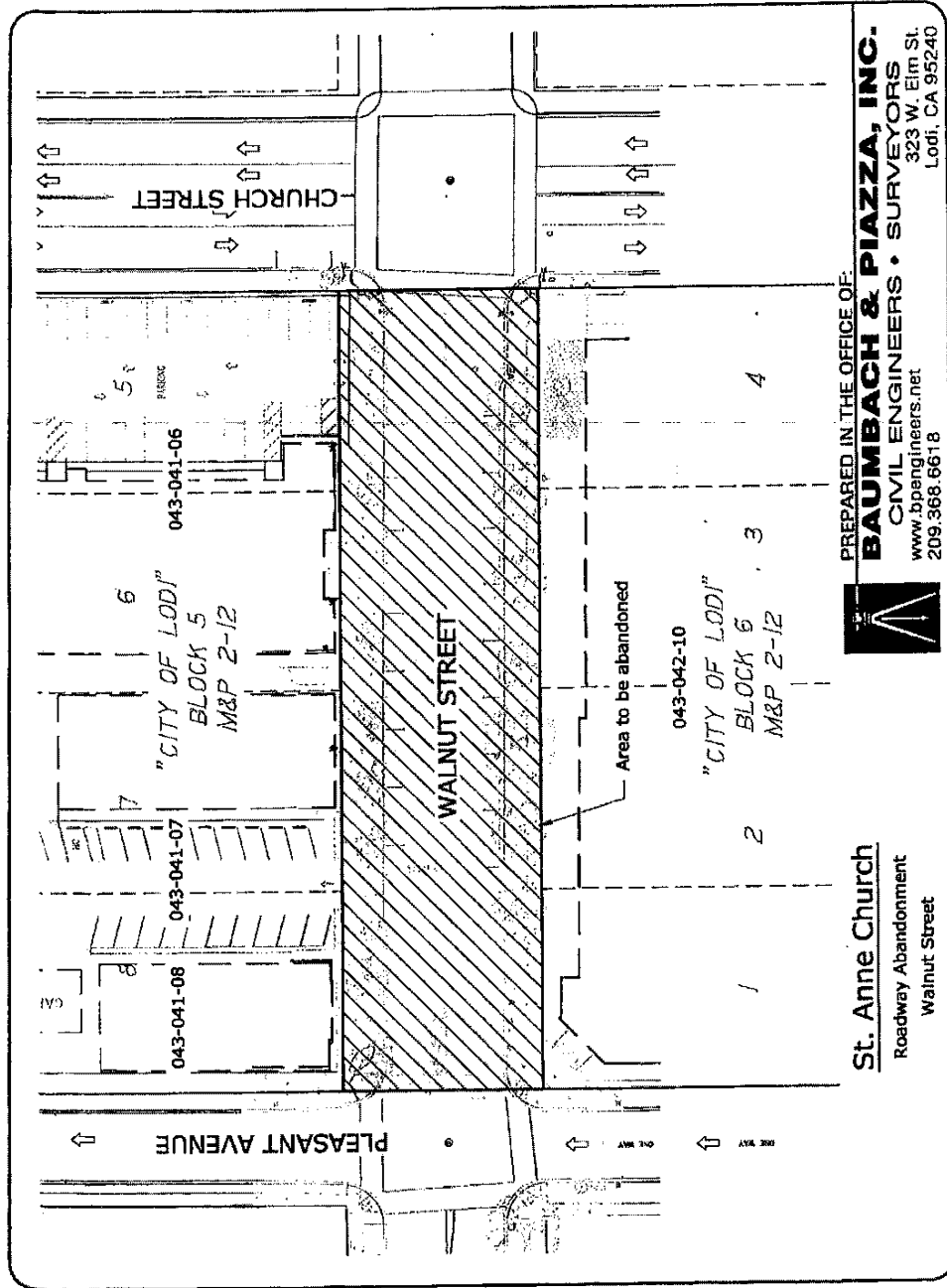
MN (13.9° E)



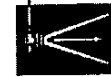
0 1/4 1/2 3/4 1

Data Zoom 12-4





St. Anne Church
 Roadway Abandonment
 Walnut Street



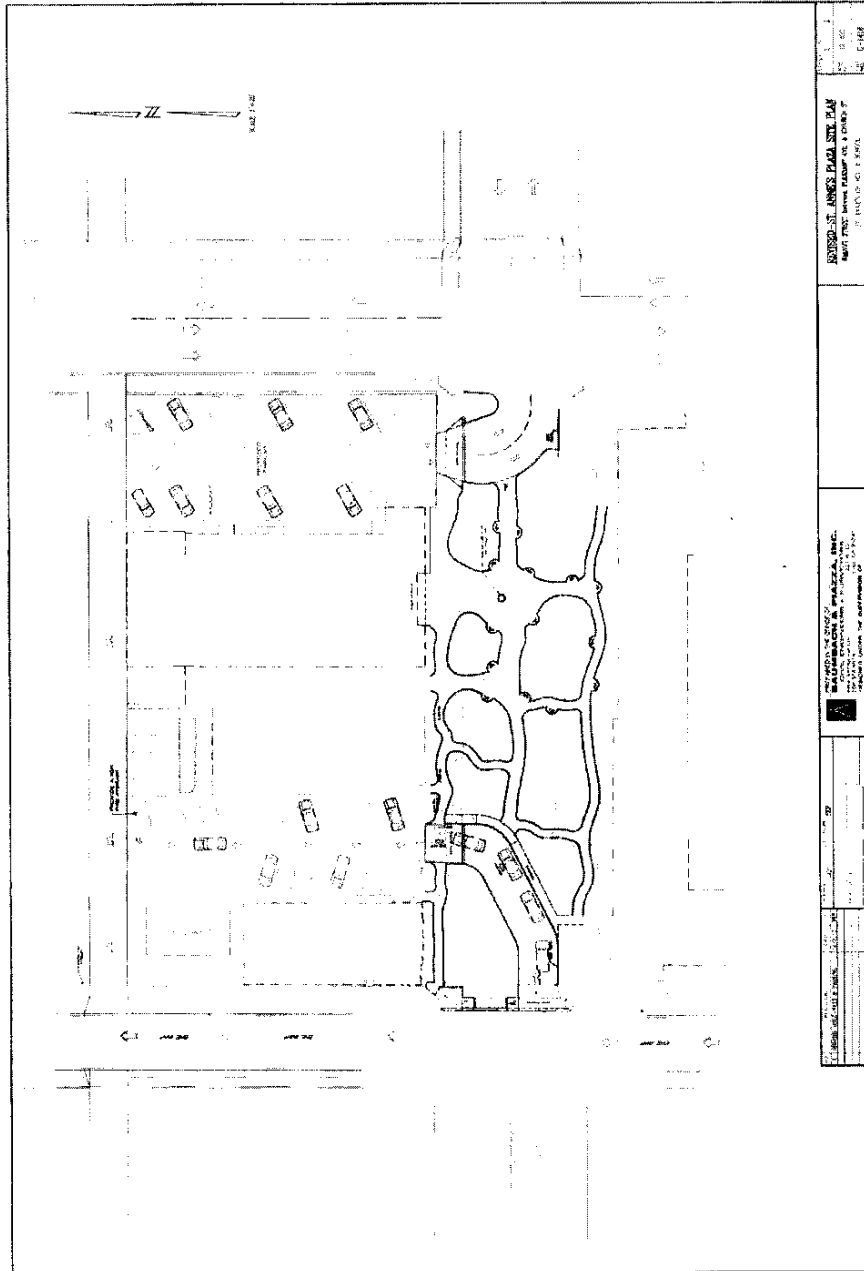
PREPARED IN THE OFFICE OF:

BAUMBACH & PIAZZA, INC.
 CIVIL ENGINEERS • SURVEYORS
 www.bpengineers.net
 323 W. Elm St.
 Lodi, CA 95240
 209.368.6618

S:\Projects\2012\12022.dwg 12022_Abandonment.dwg 01/28/13 2:05pm - JLS:SW-XEDS: 12022_Topo.dwg 0001_BP_L.dwg

C. Site Plan

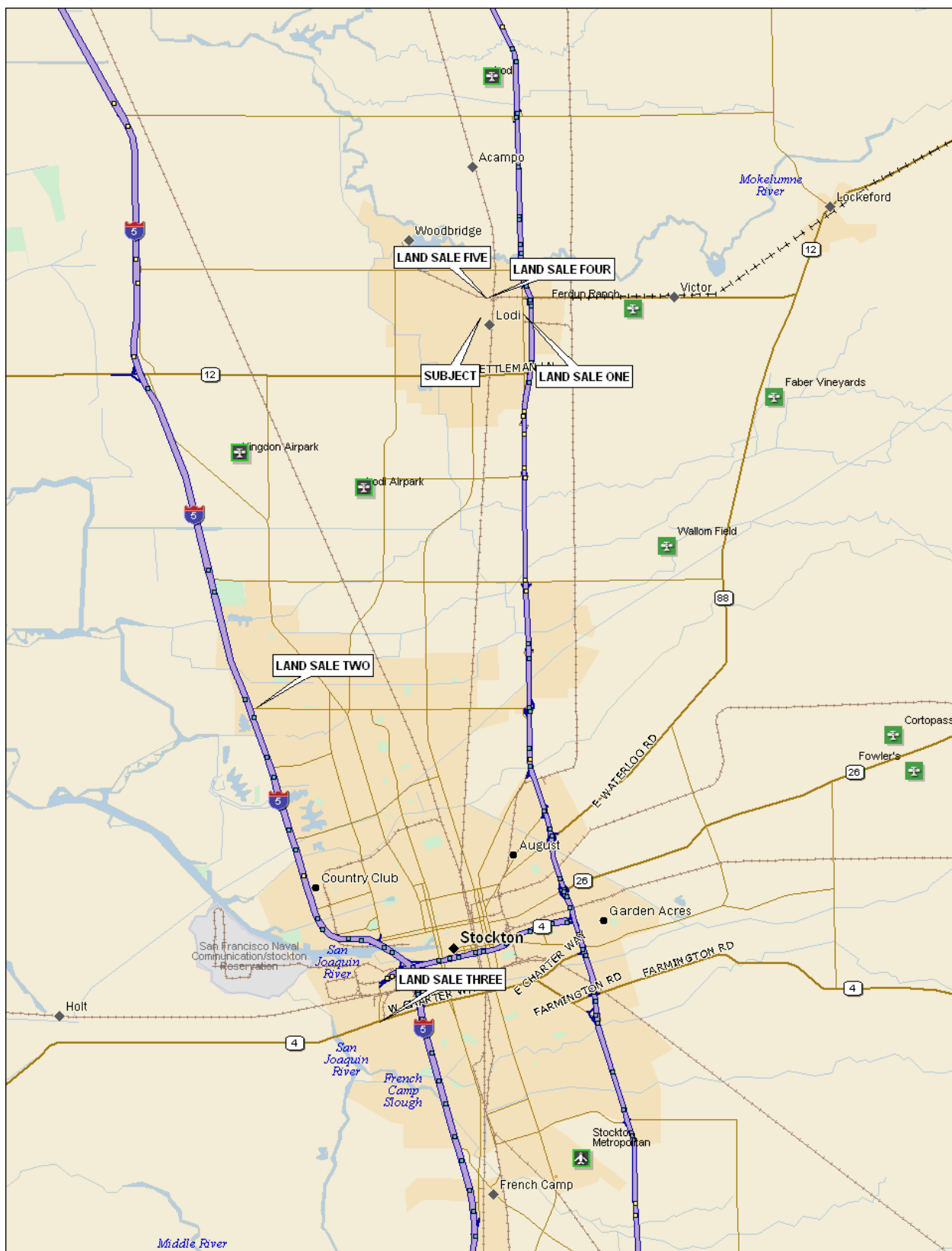
EXHIBIT B



REVISED SITE PLAN

KD Anderson & Associates, Inc.
Transportation Engineers
5048-0117 12/4/12

D. Location Maps and Parcel Maps of Land Sales



DeLORME

Data use subject to license.

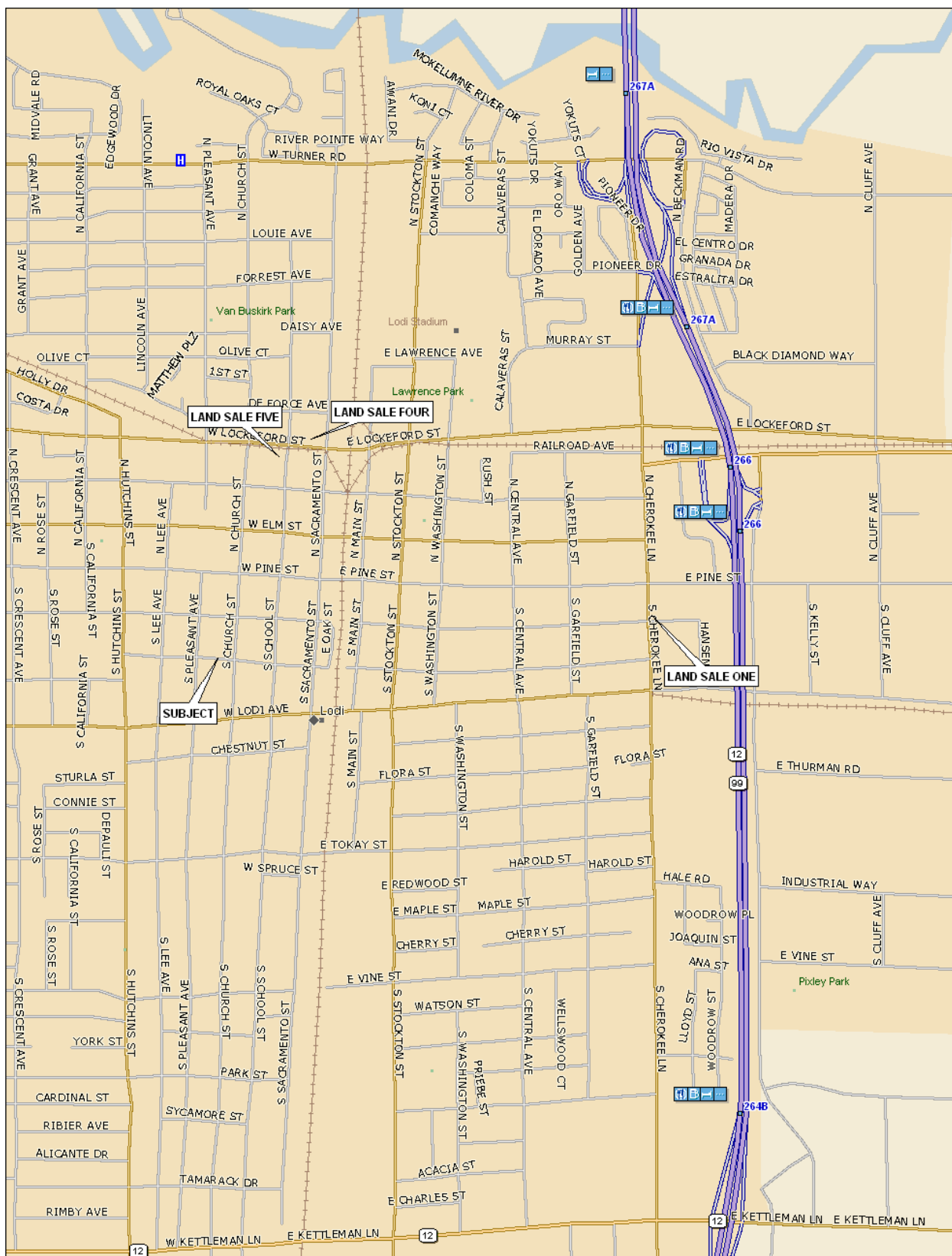
© DeLorme. DeLorme Street Atlas USA® 2012.

www.delorme.com

MN (13.9° E)

0 1 2 3 4 mi

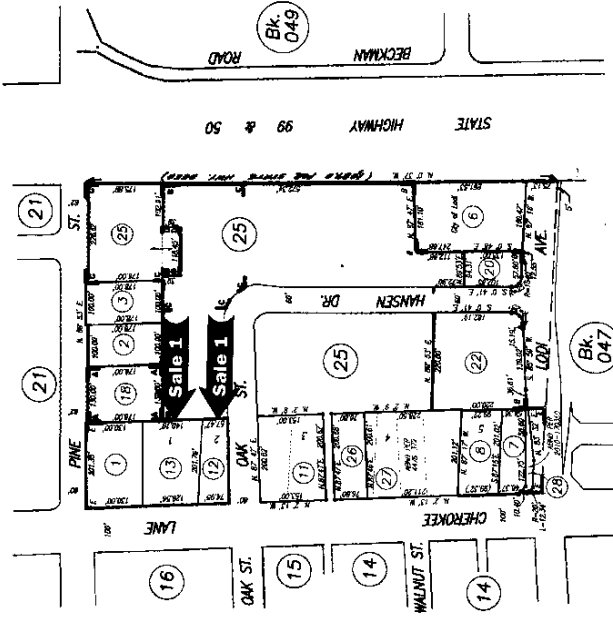
Data Zoom 10-3



LODI TROTTER PARK
 POR. HANSEN INDUSTRIAL PARK
 POR. SEC. 6 T.3N. R.6E., M.D.B.&M.

THIS MAP IS FOR
 ASSESSMENT USE ONLY

043-23



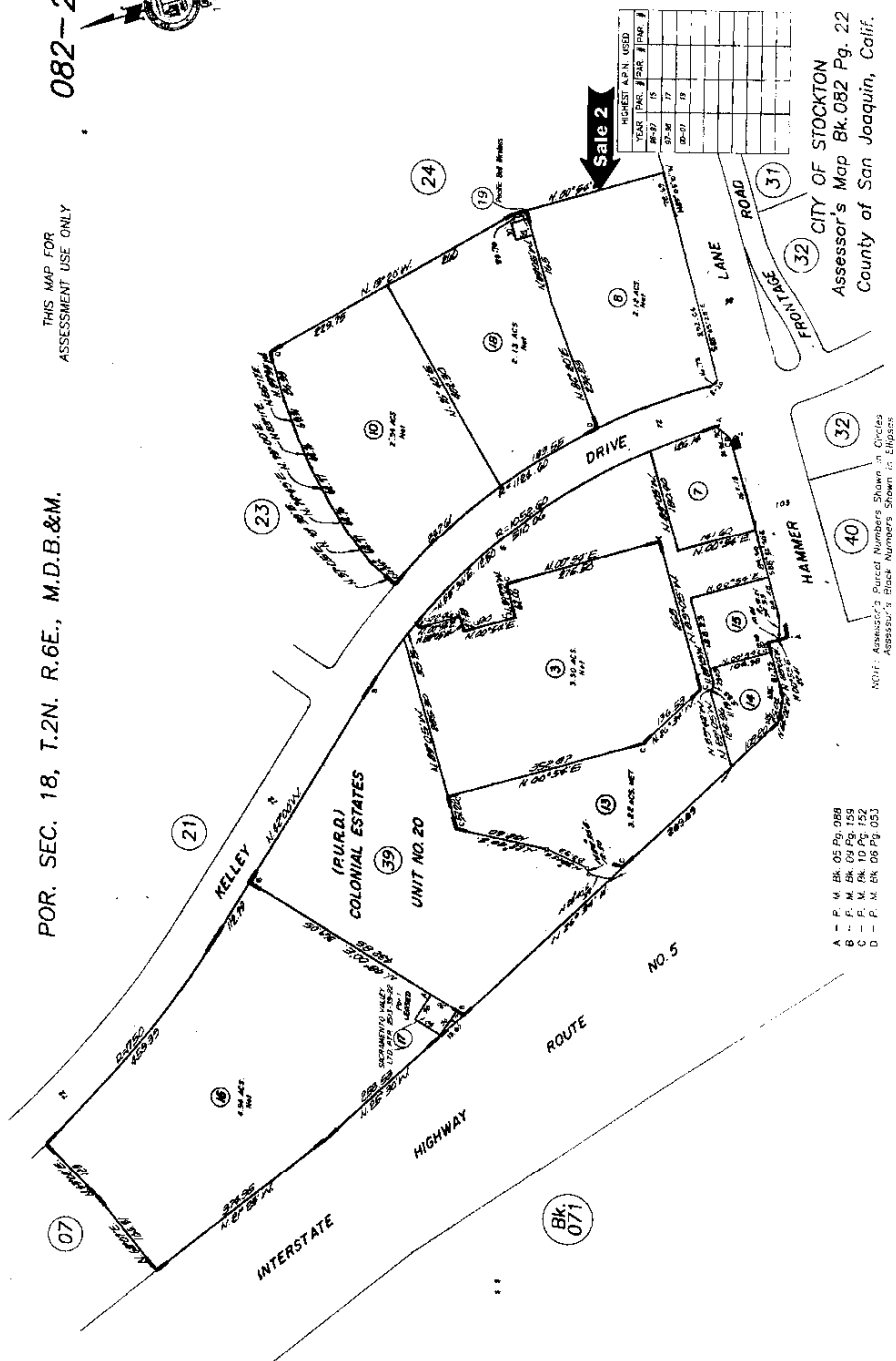
YEAR	PAR.	PAR.	PAR.	PAR.
20-21	22	23	24	25
26-27	28	29	30	31
32-33	34	35	36	37
38-39	40	41	42	43
44-45	46	47	48	49
50-51	52	53	54	55
56-57	58	59	60	61
62-63	64	65	66	67
68-69	70	71	72	73
74-75	76	77	78	79
80-81	82	83	84	85
86-87	88	89	90	91
92-93	94	95	96	97
98-99	100	101	102	103

A - P. M. Bk. 04 Pg. 058
 B - P. M. Bk. 04 Pg. 190
 C - P. M. Bk. 09 Pg. 174
 D - P. M. Bk. 09 Pg. 175
 E - R. M. Bk. 03 Pg. 005

NOTE: Assessor's Parcel Numbers Shown in Circles.
 Assessor's Block Numbers Shown in Ellipses.

CITY OF LODI
 Assessor's Map Bk.043 Pg.23
 County of San Joaquin, Calif.

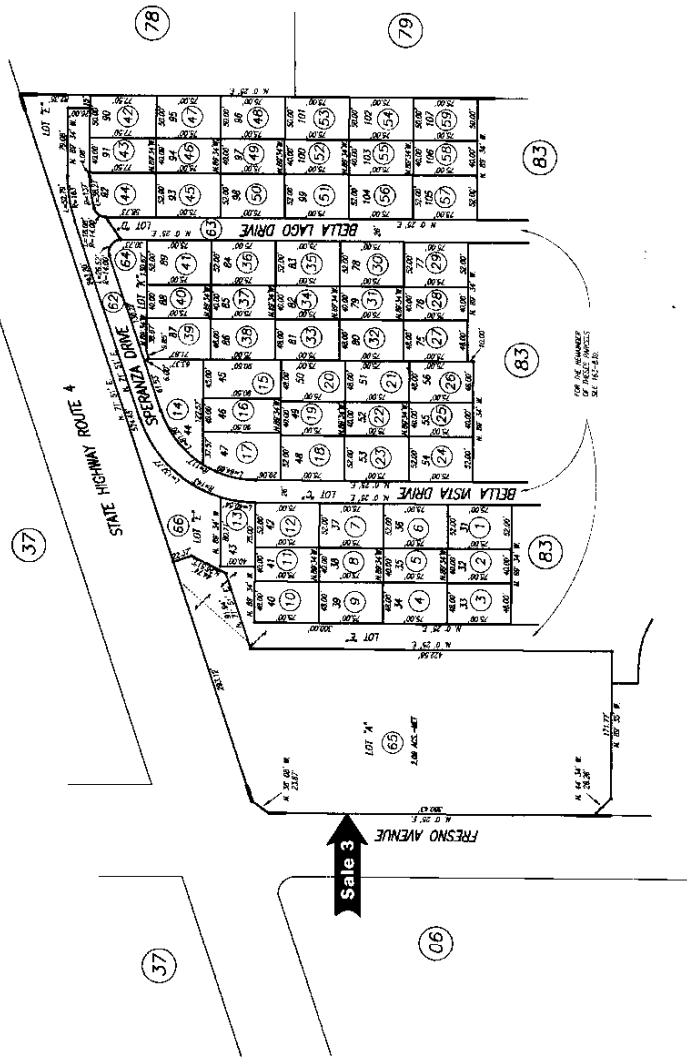
082-22



A	-	P.	M.	Bk.	05 Pg.	089
B	-	F.	M.	Bk.	04 Pg.	159
C	-	F.	M.	Bk.	10 Pg.	152
D	-	P.	M.	Bk.	06 Pg.	053

NOTE: Assessors' Purged Numbers Shown in Circles
Assessors' Black Numbers Shown in Ellipses

32 CITY OF STOCKTON
Assessor's Map Bk.082 Pg. 22
County of San Joaquin, Calif.

[illegible]

CITY OF STOCKTON
Assessor's Map Bk.163 Pg.82
County of San Joaquin, Calif.

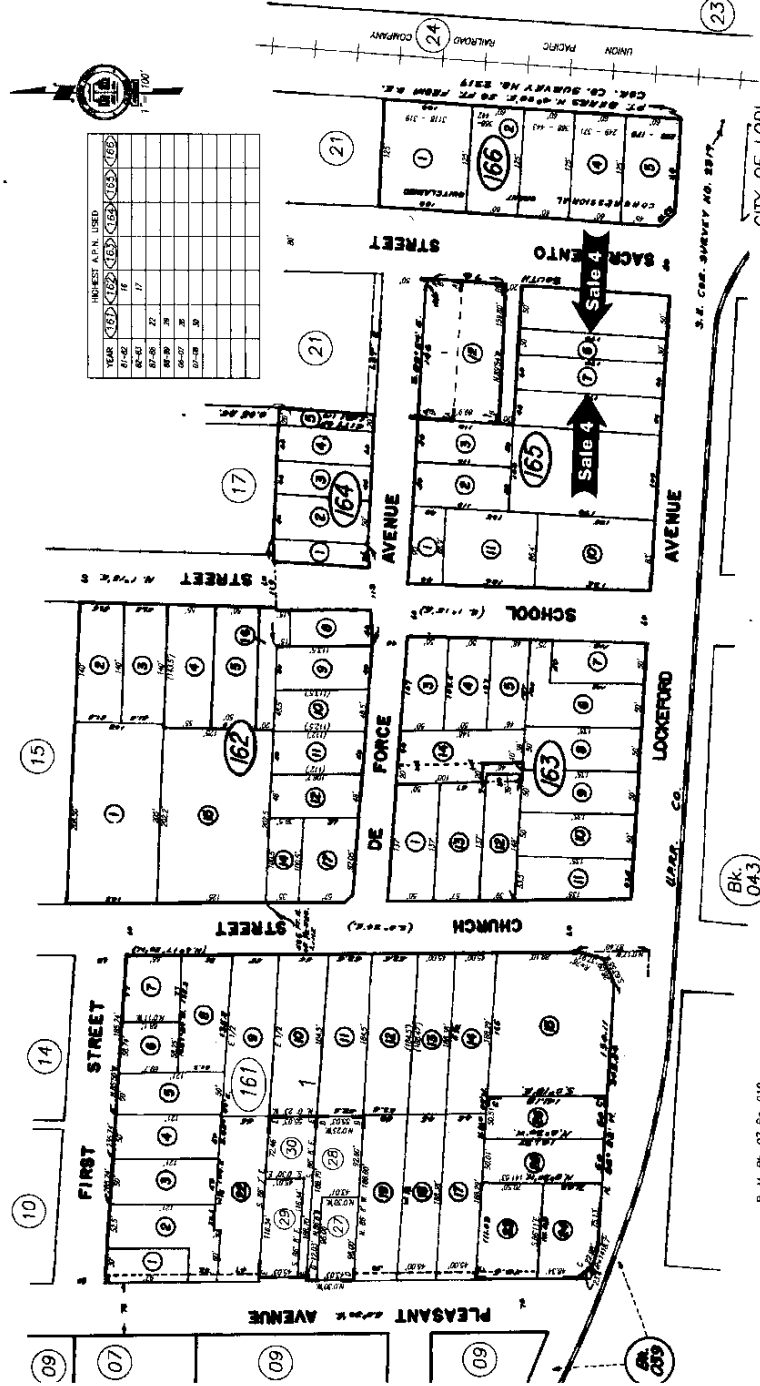
NOTE: Assessor's Parcel Numbers Shown in Circles,
Assessor's Block Numbers Shown in Ellipses.

R. M. Bk. 41 Pg. 047

AYERS & PITCHERS ADDITION, MAP NO. 1
 + POR. MORAN HANDEL TR.

THIS MAP IS FOR
 ASSESSMENT USE ONLY

041-16



R. M. EN. 07 Pg. 019
 A. P. M. EN. 14 Pg. 020
 C. P. M. EN. 15 Pg. 021
 E. P. M. EN. 24 Pg. 022

NOTE: Assessor's Parcel Numbers Shown in Circles.
 Assessor's Block Numbers Shown in Ellipses.

CITY OF LODI
 Assessor's Map Bk. 041 Pg. 16
 County of San Joaquin, Calif.

E. Appraiser's Qualifications

SWANBERG & ASSOCIATES

15721 N. FREE ROAD LODI, CALIFORNIA 95242 (209) 333-1993 Fax: (209) 333-2426
Email: swan04@ymail.com

NORMAN H. SWANBERG, MAI, SRPA

QUALIFICATIONS

California Certified General Real Estate Appraiser AG002453
Expiration date 1/24/2012

APPRAISAL EXPERIENCE

Independent Appraiser: 11-84 to present

Assignments primarily narrative Appraisals of commercial property
Assignments primarily in San Joaquin and Stanislaus Counties
Assignments to \$18,200,000
Qualified as an expert witness, and testified in San Joaquin County Superior Court

American Savings and Loan Association (State Savings prior to merger)

Commercial Appraisal Supervisor	4-84 to 10-84
Appraisal Procedures Coordinator	4-82 to 3-84
Commercial Appraiser	3-81 to 3-82

Appraisals and Field Reviews in eleven states
Appraisal Assignments to \$176,000,000

San Joaquin County Assessors Office

Appraiser III	1976 to 1981
Appraiser II	1973 to 1976
Appraiser I	1972 to 1973

Appraisal assignments included residential, commercial, and industrial properties. Other assignments included sales and cash equivalency analysis and supervision of up to eight appraisers.

PROFESSIONAL ASSOCIATIONS

The American Institute of Real Estate Appraisers (AIREA) and the Society of Real Estate Appraisers (SREA) merged 1-1-91, and are now the Appraisal Institute. The MAI Designation was earned with the AIREA, and the SRPA Designation with the SREA.

MAI Certificate No. 7513 Certified until 12-31-2010

Past member of AIREA Candidate Guidance Committee & Admissions Committees

SREA Offices held: President, 1987-88, President Elect, Vice President, Chapter Director

GENERAL EDUCATION

California State University Hayward
BS Business Administration 1968

California Military Academy
Commissioned Second Lieutenant 1967

Merritt College, Oakland, California
AA Social Science 1966

REAL ESTATE APPRAISAL COURSES

Appraisal Institute (formerly SREA and AIREA)
Highest & Best Use, & Market Analysis
Standards of Professional Practice
Litigation Valuation (Examination not taken)
The Electronic Spreadsheet in the Appraisal Office, Part I and II
Valuation Analysis and Report Writing
Case Studies
Capitalization Theory and Techniques III
Capitalization Theory and Techniques II
Cap. I (Challenged)
Applied Income Property Valuation
Principles of Income Property Appraising
Report Writing Seminar – R2 Exam
Introduction to Appraising Real Property

Plus numerous seminars on Appraisal topics

F. Appraiser's License



Business, Transportation & Housing Agency

OFFICE OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

NORMAN H. SWANBERG

has successfully met the requirements for a license as a general real estate appraiser in the State of California and is, therefore, entitled to use the title "Certified General Real Estate Appraiser".

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

OREA APPRAISER IDENTIFICATION NUMBER

AG002453

This is a true and correct copy
Of the original certificate

Date Issued: January 25, 2012

Date Expires: January 24, 2014

Norman H. Swanberg

Norman H. Swanberg

AG002453

October 3, 2011

Bob Clark

Director, OREA

Audit No. 136512

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

RESOLUTION NO. 2013-_____

A RESOLUTION OF THE LODI CITY COUNCIL VACATING THE
200 BLOCK OF WEST WALNUT STREET BETWEEN CHURCH
STREET AND PLEASANT AVENUE AND AUTHORIZING THE
CITY MANAGER TO EXECUTE AGREEMENTS REQUIRED TO
IMPLEMENT THE ABANDONMENT

=====

WHEREAS, this City Council, acting in accordance with provisions of Part III of Division 9 of the Streets and Highways Code of this State, did on the 6th day of February, 2013, pass and adopt Resolution of Intention No. 2013-10 therein declaring the intention of said City Council to vacate and abandon the 200 block of West Walnut Street between Church Street and Pleasant Avenue, Lodi, California, County of San Joaquin, State of California, reserving, however, and accepting from the vacation, a permanent and right therein to construct, maintain, repair, and operate lines for public utilities, in, over, and across said vacated public street rights of way and more particularly described as follows, to wit:

Beginning at the southwest corner of Lot 8, Block 5 as shown on "City of Lodi", formerly "Mokelumne", as filed in Book 2 of Maps and Plats, page 12, San Joaquin County Records; thence southerly to the northwest corner of Lot 1, Block 6 as shown on said Map; thence easterly along the northerly line of said Block 6 to the northeast corner of Lot 4, Block 6 of said Map; thence northerly to the southeast corner of Lot 5, Block 5 of said Map; thence westerly along the southerly line of Block 5 of said Map to the True Point of Beginning.

WHEREAS, said notice of said intended vacation was regularly given by publication and by posting, both in time, form, and manner as required by law as is evidence by affidavits on file and on record in the office of the City Clerk of the City of Lodi; and

WHEREAS, in accordance with the provisions stated herein and also contained in the posted notices of the adoption of said resolution, notice was given that a public hearing would be held before the City Council in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, beginning at 7:00 p.m., on Wednesday, March 6, 2013, where and when any person interested in or objecting to said vacation could appear and be heard in relation thereto; and

WHEREAS, at that time and place, a public hearing was held and conducted and testimony received for and against the vacation contemplated; and

WHEREAS, at the March 6, 2013, City Council meeting, from the evidence submitted, the City Council of the City of Lodi did determine that the 200 block of West Walnut Street between Church Street and Pleasant Avenue, Lodi, California, County of San Joaquin, State of California, will be unnecessary for present or future public use and did so find and declare; and

WHEREAS, the Planning Commission did find that the subject vacation was consistent with the General Plan of the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that pursuant to the findings and under the authority of Section 8323 of the Streets and Highways Code of the State of California, that the vacation of the 200 block of West Walnut Street between Church Street and Pleasant Avenue, Lodi, California, County of San Joaquin, State of California, shall be abandoned upon completion and acceptance by the City of the following requirements and conditions of approval:

1. Prepare improvement plans showing intersections at Church and Walnut Streets and at Pleasant Avenue and Walnut Street as per approved traffic analysis "Revised Site Plan" dated December 4, 2012, including improvements necessary to traffic light located at Church and Walnut Streets.

2. Prepare public improvement plans for alley north of Walnut Street between Church Street and Pleasant Avenue.

3. Abandon three public street lights located within the proposed abandonment, as per request by Lodi Electric Utility Department.

4. Add Knox box to all buildings, as per request by Lodi Fire Department.

5. Paint curbs for fire lane/no parking on Pleasant Avenue for apparatus access to alleys and other areas, as per Lodi Fire Department.

6. Initial and annual operation permits required, as per Lodi Fire Department.

7. St. Anne's employees shall not use Walnut Street or Pleasant Avenue to park their vehicles for extended periods of time, as per Planning Commission Resolution No. P.C. 12-26.

8. That the City Council hereby authorizes the City Manager to execute agreements to implement this abandonment.

9. Reserving, and excepting from the vacation, pedestrian access between Pleasant Avenue and Church Streets, as per Planning Commission Resolution No. P.C. 12-26.

10. Reserving, and excepting from the vacation, a permanent and right therein to construct, maintain, repair, and operate lines for public utilities, in, over and across the entire right of way, and no buildings or structures shall be constructed nor shall anything be planted within the easement which would interfere with the use or operation of public utilities in the easement.

11. Enter into a purchase and sale agreement in a form satisfactory to the City Attorney to purchase the vacated property upon the Recording of the Resolution to Vacate referenced in paragraph 12 below at its appraised price. The appraisal was commissioned by City staff and performed by a state-certified appraiser.

12. The City Council approval of this Resolution will become null and void if all requirements and conditions of approval are not met.

13. Filing of this Resolution to Vacate in the office of the County Recorder will not take place until all requirements and conditions of approval are met.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager is authorized to enter into a purchase and sale agreement consistent with Condition 11 above for the vacated property.

Reference is hereby made to a map or plan on file in the office of the City Clerk of the City of Lodi for the particulars as to the proposed vacation.

Dated: March 6, 2013

=====

I hereby certify that Resolution No. 2013-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2013-____



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING RE: INTENTION TO VACATE PORTION OF WALNUT
STREET FROM CHURCH TO PLEASANT

PUBLISH DATE: SATURDAY, FEBRUARY 9, 2013
SATURDAY, FEBRUARY 23, 2013

LEGAL AD


TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, FEBRUARY 7, 2013

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMR (initials)

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2013-10

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS
INTENTION TO VACATE A PORTION OF WALNUT STREET FROM
CHURCH STREET TO PLEASANT AVENUE AND TO SET A PUBLIC
HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE
PROPOSED ABANDONMENT CAN BE HEARD

=====

WHEREAS, St. Anne's Catholic Church, the owner of all property on both sides of the 200 block of West Walnut Street (the "Property") have requested the vacation of the street right-of-way, and more particularly delineated on the map, which can be viewed in the City Clerk's Office; and

WHEREAS, pursuant to the requirements of Government Code §27288.1, the name of the owner of the title or interest in the Property as it appears on the latest equalized assessment roll is:

Owner: Pastor of St. Anne's Church Corp.

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such street right-of-way; and

WHEREAS, a public hearing has been held by the Planning Commission on December 12, 2012, to determine General Plan conformity; and

WHEREAS, the Planning Commission found the intent to vacate the proposed street right-of-way conforming to the General Plan as conditioned in Planning Commission Resolution 12-22.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That this City Council does hereby fix **Wednesday, March 6, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California**, as the time and place when and where all persons interested in or objecting to this proposed abandonment may appear before this City Council and be heard; and

2. That the Public Works Director shall cause to be posted notices of abandonment conspicuously along the line of the portion of street hereinabove described and proposed to be abandoned in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

3. That copies of this resolution shall be published for at least two successive weeks prior to March 6, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: February 6, 2013

=====

I hereby certify that Resolution No. 2013-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

RANDI JOHL
City Clerk

2013-10



DECLARATION OF POSTING

PUBLIC HEARING RE: INTENTION TO VACATE PORTION OF WALNUT STREET FROM CHURCH TO PLEASANT

On Monday, February 11, 2013, in the City of Lodi, San Joaquin County, California, a Public Hearing re: intention to vacate portion of Walnut Street from Church to Pleasant (attached and marked as Exhibit A), was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2013-10

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS
INTENTION TO VACATE A PORTION OF WALNUT STREET FROM
CHURCH STREET TO PLEASANT AVENUE AND TO SET A PUBLIC
HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE
PROPOSED ABANDONMENT CAN BE HEARD

=====

WHEREAS, St. Anne's Catholic Church, the owner of all property on both sides of the 200 block of West Walnut Street (the "Property") have requested the vacation of the street right-of-way, and more particularly delineated on the attached map marked Exhibit A; and

WHEREAS, pursuant to the requirements of Government Code §27288.1, the name of the owner of the title or interest in the Property as it appears on the latest equalized assessment roll is:

Owner: Pastor of St. Anne's Church Corp.

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such street right-of-way; and

WHEREAS, a public hearing has been held by the Planning Commission on December 12, 2012, to determine General Plan conformity; and

WHEREAS, the Planning Commission found the intent to vacate the proposed street right-of-way conforming to the General Plan as conditioned in Planning Commission Resolution 12-22.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That this City Council does hereby fix **Wednesday, March 6, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California**, as the time and place when and where all persons interested in or objecting to this proposed abandonment may appear before this City Council and be heard; and

2. That the Public Works Director shall cause to be posted notices of abandonment conspicuously along the line of the portion of street hereinabove described and proposed to be abandoned in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

3. That copies of this resolution shall be published for at least two successive weeks prior to March 6, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: February 6, 2013

=====


I hereby certify that Resolution No. 2013-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

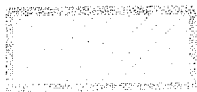

RANDI JOHL
City Clerk

2013-10



PROPOSED STREET ABANDONMENT

200 BLOCK OF WEST WALNUT STREET
80 FOOT RIGHT-OF-WAY
PLEASANT STREET TO CHURCH STREET



ABANDONMENT BOUNDARIES



1 inch = 90 feet



DECLARATION OF MAILING

PUBLIC HEARING RE: INTENTION TO VACATE PORTION OF WALNUT STREET FROM CHURCH TO PLEASANT

On February 11, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing Public Hearing re: intention to vacate portion of Walnut Street from Church to Pleasant, attached hereto Marked Exhibit A. The mailing list for said matter is attached hereto, marked Exhibit B.

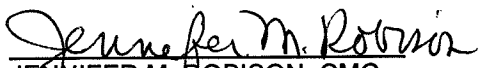
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2013, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK, CITY OF LODI


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

KONRADT BARTLAM
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

February 11, 2013

TO: Interested Parties


VACATION: INTENTION TO VACATE A PORTION OF WALNUT STREET FROM CHURCH STREET TO PLEASANT AVENUE

This is to inform you that the City Council, at its regular meeting on February 6, 2013, adopted a Resolution of Intention to vacate a portion of Walnut Street from Church Street to Pleasant Avenue and set a public hearing for March 6, 2013.

Enclosed for your information is a copy of the resolution along with a map of the area to be abandoned.

In addition, this matter was heard by the Planning Commission on December 12, 2012. Please contact the Community Development Department at (209) 333-6711 if you have any questions.

Should you have questions regarding the abandonment, please contact the Public Works Department at (209) 333-6706.



Randi Johl
City Clerk

RJ/jmr

Enclosure

cc: Public Works Director
Community Development Director

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2013-10

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS
INTENTION TO VACATE A PORTION OF WALNUT STREET FROM
CHURCH STREET TO PLEASANT AVENUE AND TO SET A PUBLIC
HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE
PROPOSED ABANDONMENT CAN BE HEARD

=====

WHEREAS, St. Anne's Catholic Church, the owner of all property on both sides of the 200 block of West Walnut Street (the "Property") have requested the vacation of the street right-of-way, and more particularly delineated on the attached map marked Exhibit A; and

WHEREAS, pursuant to the requirements of Government Code §27288.1, the name of the owner of the title or interest in the Property as it appears on the latest equalized assessment roll is:

Owner: Pastor of St. Anne's Church Corp.

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such street right-of-way; and

WHEREAS, a public hearing has been held by the Planning Commission on December 12, 2012, to determine General Plan conformity; and

WHEREAS, the Planning Commission found the intent to vacate the proposed street right-of-way conforming to the General Plan as conditioned in Planning Commission Resolution 12-22.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That this City Council does hereby fix **Wednesday, March 6, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California**, as the time and place when and where all persons interested in or objecting to this proposed abandonment may appear before this City Council and be heard; and

2. That the Public Works Director shall cause to be posted notices of abandonment conspicuously along the line of the portion of street hereinabove described and proposed to be abandoned in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

3. That copies of this resolution shall be published for at least two successive weeks prior to March 6, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: February 6, 2013

=====

I hereby certify that Resolution No. 2013-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

2013-10



PROPOSED STREET ABANDONMENT

200 BLOCK OF WEST WALNUT STREET
80 FOOT RIGHT-OF-WAY
PLEASANT STREET TO CHURCH STREET



ABANDONMENT BOUNDARIES



1 inch = 90 feet

**VACATION / ABANDONMENT
MAILING LIST**

EXHIBIT B

RESOLUTION OF INTENTION (Setting Public Hearing)

Certified copy w/cover letter to:

PG&E
12 W. Pine Street
Lodi, CA 95240

AT&T
6505 Tam O Shanter Drive
Stockton, CA 95210

AT&T California
Attn: Engineering/Public Works Dept.
2300 E. Eight Mile Road
Stockton, CA 95210

Central Valley Waste Services
P.O. Box 241001
Lodi, CA 95241-9501

Chief Deputy County Surveyor
Attn: Joe Bussalacci
1810 E. Hazelton Avenue
Stockton, CA 95205

Certified copies to:

Denise Wiman, Public Works

Community Development Department

Police Department

Fire Department

RESOLUTION OF VACATION (After Public Hearing)

Certified copy w/cover letter:

PG&E
AT&T
Pacific Bell
Central Valley Waste Services
Chief Deputy County Surveyor
Denise Wiman, Public Works
Wes Fujitani, Public Works
Community Development Department
Police Department
Fire Department

Walnut Street Vacation Public Hearing Mailing list

APN	OWNER	ADDRESS	CITY	STATE	ZIP
3729014	SAN JOAQUIN, COUNTY OF	COURTHOUSE	STOCKTO	CA	95202
3729015	JOHNSON, JEFF	306 W OAK ST	LODI	CA	95240
3729016	ULRICKSEN, KARA L	310 W OAK ST	LODI	CA	95240
3729017	WATSON, VALENTINA ETAL	713 OAKMONT CT	LODI	CA	95242
3729018	GRAHAM, DOYLE M	316 W OAK ST	LODI	CA	95240
3729028	HENDEY, EDWIN V & JUDITH	305 W WALNUT AVE	LODI	CA	95240
3729031	ZANONI, MARY MONDAVI TR	5295 E ARMSTRONG RD	LODI	CA	95240
3729032	UHLICH, ERVIN H & ARLUE M TR	317 W WALNUT ST	LODI	CA	95240
3729033	ELLSBURY, BONNIE TR	118 S LEE AVE	LODI	CA	95240
3729034	WALL, JULIE ANN TR	122 S LEE AVE	LODI	CA	95240
3729035	LARocca, ROBERT	321 N WALNUT ST	LODI	CA	95240
3729036	ALLEN, MARILEE E	401 W WALNUT ST	LODI	CA	95240
3729037	KNITTEL, CLAYTON R TR	1707 W ELM ST	LODI	CA	95242
3729038	JOHNSON, WILLIAM F TR	907 TARA PL	LODI	CA	95240
3729042	GLENN, JERRY L & SUSAN Y ETAL	2443 MACARTHUR PKWY	LODI	CA	95242
3729043	CHIURAZZI, RICHARD	5063 OAK MELLO CT	ELK GROV	CA	95758
3729044	SIMMONS, SHARON	106 S SUNSET	LODI	CA	95240
3729045	BEACH, LAURIE A	301 W WALNUT ST	LODI	CA	95240
3729046	PECK, DENNIS & JULIE	309 W WALNUT ST	LODI	CA	95240
3729047	PECK, DENNIS & JULIE	309 W WALNUT ST	LODI	CA	95240
3730002	SANGUINETTI, STEPHEN M & ELLIC	518 STURLA ST	LODI	CA	95240
3730003	BRAND, MARK DOUGLAS ETAL	21815 NE 104TH PL	REDMOND	WA	98053
3730004	TROXEL, JAMES & JEWELL TR	10 CHRISDUMAR LN	PETALUM	CA	94952
3730005	ANDERSON, RAYMOND F & K J	402 W WALNUT ST	LODI	CA	95240
3730006	ROTHENBERGER, KARL	211 S LEE AVE	LODI	CA	95240
3730007	VIEL, ROBERT A	PO BOX 622	RIO VISTA	CA	94571
3730008	MEISSNER, MARK G & KRISTINE N	316 W WALNUT ST	LODI	CA	95240
3730009	PHILLIPS, DANIEL A & JUDY K TR	312 W WALNUT ST	LODI	CA	95240
3730010	MCCONAHEY, PAUL L III & ROBERT	PO BOX 93	ACAMPO	CA	95220
3730011	MANLEY, PATRICK J M & EVELYN D	PO BOX 2584 STE 2100	LODI	CA	95241
3730012	MCCARTY, MATHEW L & GRETA L TR	417 RIVER MEADOWS DR	WOODBR	CA	95258
3730013	COMBS, ROBERT F & JEAN M TR	600 W PINE ST	LODI	CA	95240
3730014	HERMOSILLO, TONY & CHRISTIA M	4554 HILDRETH LN	STOCKTO	CA	95212
3730015	HERRMAN, GERALD LEROY TR	PO BOX 203	HAYWARD	CA	94543

Walnut Street Vacation Public Hearing Mailing list

3730016	WEYAND, MICHAEL & J M	229 S PLEASANT AVE	LODI	CA	95240
3730017	BECHILL, ROBERT DAVID & PAMELA	233 PLEASANT AVE	LODI	CA	95240
3730018	DONNELLY, KEVIN DENNIS & CATHY	500 160 AVE NE UNIT 2213	BELLEVUE	WA	98004
3730019	SUHAIMI, SUNYO L TR ETAL	631 DROMANA CT	SAN RAMON	CA	94582
3730020	OSMAN, KHADEJI	5748 DALE RD	MODESTO	CA	95356
3730025	RATHJEN, BENJAMIN & P N	236 S LEE	LODI	CA	95240
3730026	MARLESE, JAN ETAL	232 S LEE AVE	LODI	CA	95240
3730027	POWELL, ROBERT M & ROBIN E	230 S LEE AVE	LODI	CA	95240
3730028	SCHOCK, HOWARD & PATTY K TR	224 S LEE AVE	LODI	CA	95240
3730029	PERICAO, JOSEPH M ETAL	219 N MAIN ST	LODI	CA	95240
3730030	HERSKOVIC, PHIL TR ETAL	12 S ROSE ST	LODI	CA	95240
3730058	DE LA CRUZ, SERGIO A ETAL	317 W LODI AVE	LODI	CA	95240
3730059	FINANCIAL ENTERPRISES LP	PO BOX 306	ACAMPO	CA	95220
3730060	REED, CHAD C & SHELBY K TR	2351 W MARCH LN #A	STOCKTON	CA	95207
3730061	TAVES, MELVIN S	16 S CRESCENT AVE	LODI	CA	95240
4304101	POLANSKY, GERALD W & CAROL Z T	2418 FARNSWORTH DR	LIVERMORE	CA	94551
4304102	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240
4304103	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240
4304104	1ST METHODIST CHURCH OF LODI	200 W OAK ST	LODI	CA	95240
4304105	1ST METHODIST CHURCH OF LODI	200 W OAK ST	LODI	CA	95240
4304106	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240
4304107	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240
4304108	PASTOR OF ST ANNE CHURCH	215 W WALNUT ST	LODI	CA	95240
4304204	BANK OF THE WEST	1450 TREAT BLVD	WALNUT	CA	94597
4304205	J & B RENTALS LLC	PO BOX 707	LODI	CA	95241
4304206	STEPHENS, DALE ALAN	224 S PLEASANT AVE	LODI	CA	95240
4304210	PASTOR OF ST ANNE CHURCH	215 W WALNUT ST	LODI	CA	95240
4304211	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240
4304213	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240

Walnut Street Vacation Public Hearing Mailing list

4304214	PASTOR ST ANNE CHURCH CORP	215 W WALNUT ST	LODI	CA	95240
4304215	STEPHENS, ROGER E & JULIE	342 TARANSAY CT	STOCKTO	CA	95210
4304301	BAFFONI, IVERN V TR ETAL	540 KENSINGTON WAY	LODI	CA	95242
4304302	HOHN PROPERTIES 110 LLC	5420 T STREET	SACRAME	CA	95819
4304303	KIRSTEN, DAVID A & PATRICIA M	PO BOX 2607	LODI	CA	95241
4304304	LODI, CITY OF				0
4304305	BIDDLE, PHILLIP E & BONNIE G T	309 MOKELUMNE RIVER DR	LODI	CA	95240
4304307	GLICK, SUZANNE GUSLANI ETAL	165 W CLEVELAND ST #2	STOCKTO	CA	95204
4304310	MORRIS BROWN REALTY PTP	2929 SW VESTA ST	PORTLAN	OR	97219
4304312	FLUETSCH, MICHAEL & KRISTINA T	2024 EDGEWOOD DR	LODI	CA	95242
4304313	LODI, CITY OF				0
4304314	LODI, CITY OF				0
4304315	LODI, CITY OF				0
4304316	DOWNTOWN PARTNERS LLC	4350 E CAMELBACK RD STE E-250	PHOENIX	AZ	85018
4304317	PHILLIPS, DANIEL A & JUDY K TR	312 W WALNUT ST	LODI	CA	95240
4304401	LODI NATIONAL BANK	PO BOX 1110	STOCKTO	CA	95201
4304410	MARINI, RICHARD A JR & SHARON	840 TILDEN DR	LODI	CA	95242
4304411	LODI, CITY OF				0
4304413	BANK OF STOCKTON	PO BOX 1110	STOCKTO	CA	95201
4304414	SCHOOL STREET PROPERTIES LLC	203 S SCHOOL ST	LODI	CA	95240
4305001	PIHL, TERESA LEE ETAL	232 S PLEASANT AVE	LODI	CA	95240
4305002	HIRAMOTO, DAVID TR ETAL	2067 KENT DR	LOS ALTO	CA	94024
4305003	HIRAMOTO, DAVID TR ETAL	2067 KENT DR	LOS ALTO	CA	94024
4305004	LOW, ROBERT M TR ETAL	215 C WEST LODI AVE	LODI	CA	95240
4305005	MEISSNER, ROSA TR ETAL	2387 FUNSTON AVE	SAN FRAN	CA	94116
4305006	MEISSNER, ROSA TR ETAL	2387 FUNSTON AVE	SAN FRAN	CA	94116
4305008	FARMERS & MERCHANTS BANK, LODI	PO BOX 3000	LODI	CA	95241
4305015	MCCAULEY, MARJORIE L TR	1118 TENEIGHTH WAY	SACRAME	CA	95818
4305016	MCCAULEY, MARJORIE L TR	1118 TENEIGHTH WAY	SACRAME	CA	95818
4305017	INGRUM, DANIEL B & CAROL L TR	220 S SCHOOL ST	LODI	CA	95240
4305018	PRESSER, JAN	1415 MIDVALE RD	LODI	CA	95240

Walnut Street Vacation Public Hearing Mailing list

4326001	DOWNTOWN PARTNERS LLC	4350 E CAMELBACK RD STE E-250	PHOENIX	AZ	85018
4326002	DOWNTOWN PARTNERS LLC	4350 E CAMELBACK RD STE E-250	PHOENIX	AZ	85018
4326003	DOWNTOWN PARTNERS LLC	4350 E CAMELBACK RD STE E-250	PHOENIX	AZ	85018
4326004	DOWNTOWN LODI PARTNERS LLC	7663 E VIA DE VENTURA	SCOTTSD	AZ	85258
4326005	ROSA, RANDALL W & CHRISTIE C	115 S SCHOOL ST #6	LODI	CA	95240
4326006	KIRSTEN, DAVID A & PATRICIA M	PO BOX 2607	LODI	CA	95241
4326007	WORFOLK, DAVID E & BETH A TR E	16178 N LOCUST TREE RD	LODI	CA	95240
4326008	SPARK PROPERTIES ETAL	115 S SCHOOL ST STE G	LODI	CA	95240



MEMORANDUM
Office of the Lodi City Clerk

TO: Public Works Director

FROM: Randi Johl
City Clerk *RJ*

DATE: February 11, 2013

SUBJECT: RESOLUTION OF INTENTION TO VACATE A PORTION OF WALNUT STREET FROM CHURCH STREET TO PLEASANT AVENUE

Please be advised that the City Council, at its meeting of February 6, 2013, adopted the attached resolution declaring its intention to vacate a portion of Walnut Street from Church Street to Pleasant Avenue and set the matter for public hearing on March 6, 2013.

Pursuant to law, the Public Works Department is required to post at least three copies of the subject resolution and map in the area to be abandoned at least 15 days prior to the Public Hearing. Upon completion of the posting, please forward a copy of the Affidavit of Posting to me for our records.

Please contact me should you have any questions.

RJ/jmr

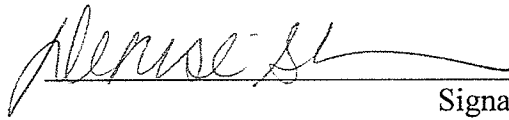
Attachment

DECLARATION OF POSTING

On February 12, 2013, in the City of Lodi, San Joaquin County, California, I, Denise Wiman, of the City of Lodi, served the attached notice by posting copies upon the premises in the 200 Block of West Walnut Street, Lodi, CA. as shown on Exhibit A attached and described in Resolution No 2013-10 Lodi, California, as prescribed in Section 8323 of the Streets and Highways Code.

I declare under penalty of perjury that the foregoing is true and correct.

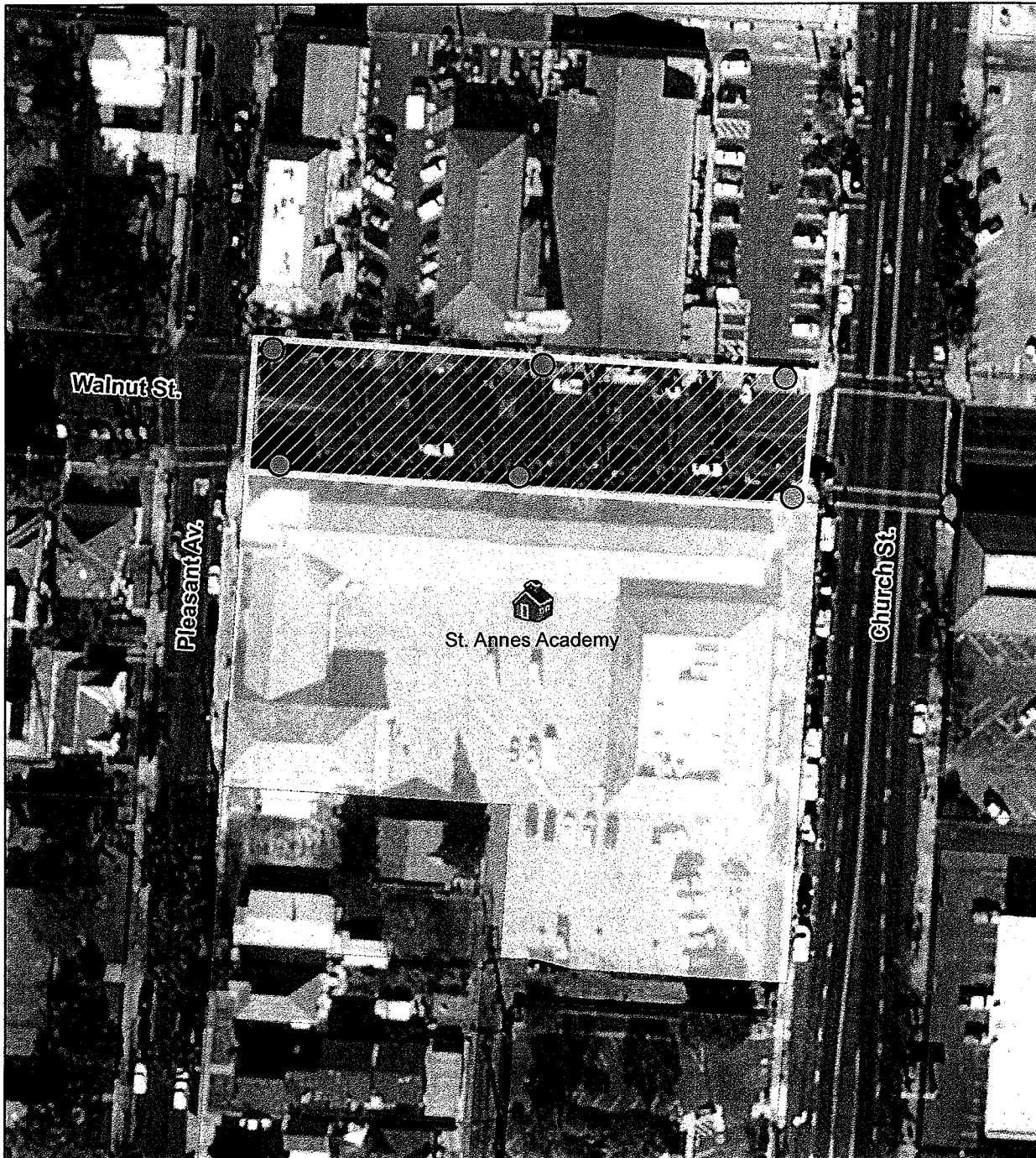
Executed on February 12, 2013, at Lodi, California


Signature



DECLARATION OF POSTING

200 BLOCK OF WEST WALNUT STREET
80 FOOT RIGHT-OF-WAY
PLEASANT STREET TO CHURCH STREET
FEBRUARY 12, 2013



ABANDONMENT BOUNDARIES



POST LOCATION



1 inch = 90 feet

NOTICE OF VACATION

PUBLIC HEARING

CARNEGIE FORUM

305 WEST PINE ST

LODI, CA

7:00 PM

MARCH 6, 2013

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
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www.lodi.gov cityclerk@lodi.gov

Denise Wiman

KONRADT BARTLAM
City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

February 11, 2013

TO: Interested Parties

**VACATION: INTENTION TO VACATE A PORTION OF WALNUT STREET
FROM CHURCH STREET TO PLEASANT AVENUE**

This is to inform you that the City Council, at its regular meeting on February 6, 2013, adopted a Resolution of Intention to vacate a portion of Walnut Street from Church Street to Pleasant Avenue and set a public hearing for March 6, 2013.

Enclosed for your information is a copy of the resolution along with a map of the area to be abandoned.

In addition, this matter was heard by the Planning Commission on December 12, 2012. Please contact the Community Development Department at (209) 333-6711 if you have any questions.

Should you have questions regarding the abandonment, please contact the Public Works Department at (209) 333-6706.



Randi Johl
City Clerk

RJ/jmr

Enclosure

cc: Public Works Director
Community Development Director

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2013-10

A RESOLUTION OF THE LODI CITY COUNCIL DECLARING ITS
INTENTION TO VACATE A PORTION OF WALNUT STREET FROM
CHURCH STREET TO PLEASANT AVENUE AND TO SET A PUBLIC
HEARING SO ALL PERSONS INTERESTED IN OR OBJECTING TO THE
PROPOSED ABANDONMENT CAN BE HEARD

=====

WHEREAS, St. Anne's Catholic Church, the owner of all property on both sides of the 200 block of West Walnut Street (the "Property") have requested the vacation of the street right-of-way, and more particularly delineated on the attached map marked Exhibit A; and

WHEREAS, pursuant to the requirements of Government Code §27288.1, the name of the owner of the title or interest in the Property as it appears on the latest equalized assessment roll is:

Owner: Pastor of St. Anne's Church Corp.

WHEREAS, in accordance with Streets and Highways Code §8300 et seq., it is the desire of the City Council of the City of Lodi to vacate such street right-of-way; and

WHEREAS, a public hearing has been held by the Planning Commission on December 12, 2012, to determine General Plan conformity; and

WHEREAS, the Planning Commission found the intent to vacate the proposed street right-of-way conforming to the General Plan as conditioned in Planning Commission Resolution 12-22.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council as follows:

1. That this City Council does hereby fix **Wednesday, March 6, 2013, at the hour of 7:00 p.m., in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California**, as the time and place when and where all persons interested in or objecting to this proposed abandonment may appear before this City Council and be heard; and

2. That the Public Works Director shall cause to be posted notices of abandonment conspicuously along the line of the portion of street hereinabove described and proposed to be abandoned in the manner, form, and for the length of time set forth in Section 8323 of the Streets and Highways Code of the State of California; and

3. That copies of this resolution shall be published for at least two successive weeks prior to March 6, 2013 in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, County of San Joaquin.

Dated: February 6, 2013

=====

I hereby certify that Resolution No. 2013-10 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and
Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

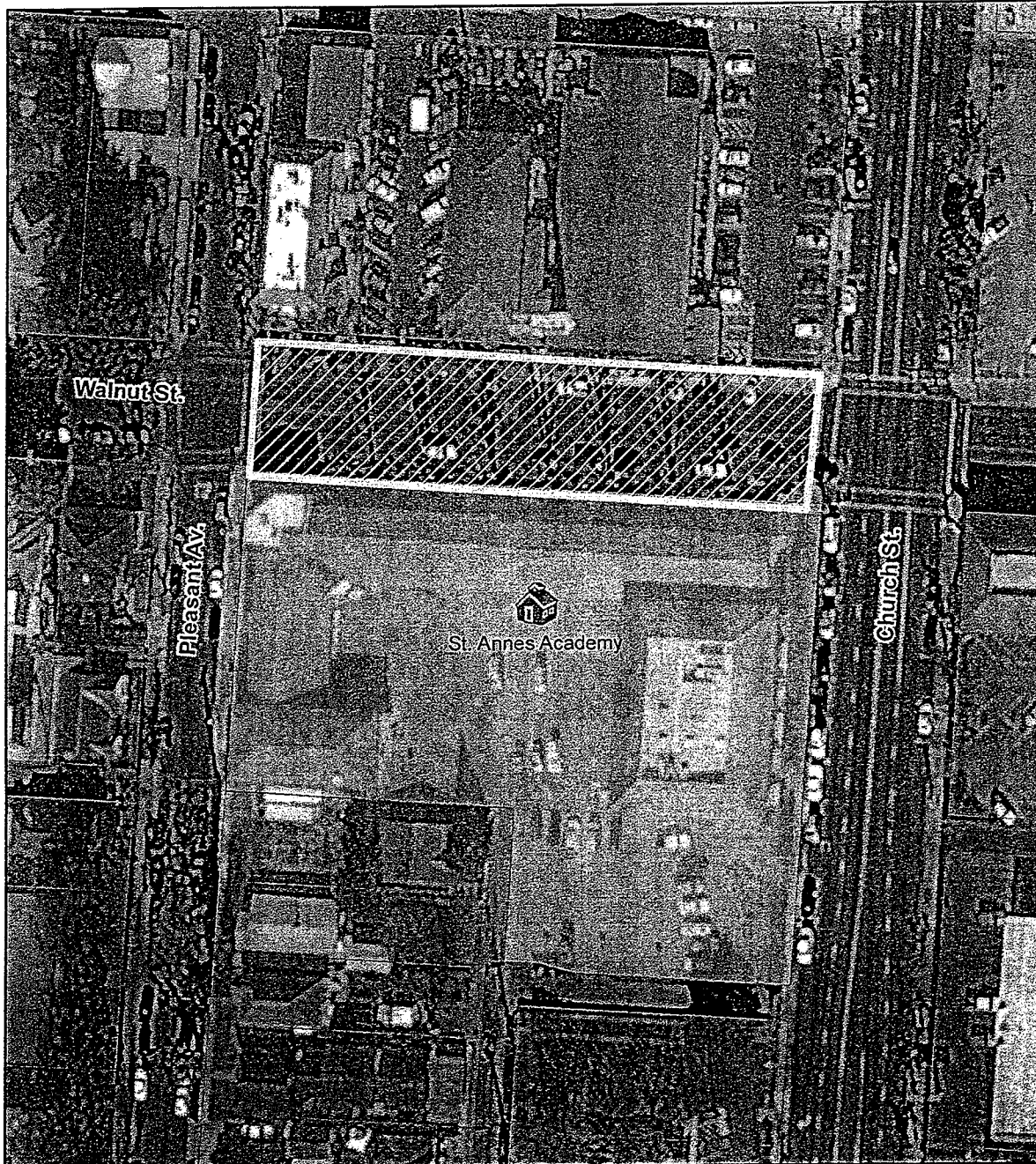

RANDI JOHL
City Clerk

2013-10



PROPOSED STREET ABANDONMENT

200 BLOCK OF WEST WALNUT STREET
80 FOOT RIGHT-OF-WAY
PLEASANT STREET TO CHURCH STREET



1/2" = 100'

ABANDONMENT BOUNDARIES



1 inch = 90 feet



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Vacancies on Greater Lodi Area Youth Commission and Lodi Arts Commission

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for vacancies on Greater Lodi Area Youth Commission and Lodi Arts Commission.

BACKGROUND INFORMATION: The City Clerk's Office received letters of resignation (filed) from Greater Lodi Area Youth Commissioner Jessinia Ahrens and Lodi Arts Commissioner Maria Singleton. Therefore, it is recommended that the City Council direct the City Clerk to post for the following. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Greater Lodi Area Youth Commission

Jessinia Ahrens Term to expire May 31, 2014

Lodi Arts Commission

Maria Singleton Term to expire July 1, 2013

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Consider Removal of Recreation Commissioner Barbara Wardrobe-Fox and Appointment of Recreation Commissioner Ethan Chelli

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Consider removal of Recreation Commissioner Barbara Wardrobe-Fox and appointment of Recreation Commissioner Ethan Chelli.

BACKGROUND INFORMATION: This item is being brought before the City Council for consideration at the request of Council Member Johnson with concurrence by Mayor Nakanishi.

Section 5.2 of the City Council Protocol Manual sets forth the following removal policy for Boards, Committees and Commissions appointed by the City Council:

“A majority vote of the City Council may remove any member of a Commission for any reason including, but not limited to, conduct unbecoming a public official, violating the City's Conflict of Interest Code, failing to comply with statutory requirements, or failing to attend fifty percent (50%) of the Commission meetings in a calendar year. Conduct unbecoming a public official includes the conduct that any reasonable commissioner would know is incompatible to public service, would indicate a lack of fitness to perform the functions of a commissioner or would discredit or cause embarrassment to the City.

Any member of the City Council may initiate a person's removal from a Commission by requesting that consideration of the person's removal be placed on the Council's agenda at a regular or special meeting for discussion and potential action. The City Clerk shall notify the person affected of the time and place of the meeting. When the item is on the City Council agenda, the City Council may, by majority vote, remove the person from a Commission.”

Ms. Fox's removal has been recommended based on current and previous lack of compliance with AB 1234 Ethics Training, previous lack of compliance with Conflict of Interest Code filings and attendance shortcomings over the previous two years. Notice of this meeting was provided to Ms. Fox pursuant to Section 5.2 above.

The Mayor held interviews with candidates for the Recreation Commission on January 7, 2013. While the incumbents were reappointed at that time, new applicant Ethan Chelli also excelled in the interview process and was determined to be a qualified candidate for Recreation Commissioner. In the alternative, the City Council may direct the posting and application process for the position which will take a minimum of 60-90 days depending upon the number of applications received. In January 2013, only four individuals, including the two incumbents, applied for the two positions.

Due to the recent timing of the interviews, it is recommended that if the City Council removes Commissioner Fox from the Recreation Commission then it also appoint Mr. Chelli as the successor Commissioner.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Randi Johl, City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1871 Entitled, "An Ordinance of the Lodi City Council Amending Chapter 12.12 – Parks – by Repealing and Reenacting Section 12.12.420, 'Skate Park Regulations,' in Its Entirety"

MEETING DATE: March 6, 2013

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1871.

BACKGROUND INFORMATION: Ordinance No. 1871 entitled, "An Ordinance of the Lodi City Council Amending Chapter 12.12 – Parks – by Repealing and Reenacting Section 12.12.420, 'Skate Park Regulations,' in Its Entirety," was introduced at the regular City Council meeting of February 20, 2013.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934.***

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937.***
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1871

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING CHAPTER
12.12 – PARKS – BY REPEALING AND REENACTING SECTION
12.12.420, “SKATE PARK REGULATIONS,” IN ITS ENTIRETY

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BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 12.12.420, “Skate Park Regulations,” is hereby repealed and reenacted to read as follows:

12.12.420 - Skate Park Regulations.

The following regulations shall apply to the riding of skateboards, in-line skates, roller skates, or bicycles at, or any other use of, any facility or park owned or operated by the City of Lodi, which has been designated a skate park:

A. Within the skate park, it shall be unlawful for any person to:

- (1) Ride, operate, or use a skateboard, roller skates, in-line skates or bicycle unless that person is wearing a helmet designed for skateboarding, roller-skating, in-line skating, and/or bicycle use with a chin strap, elbow pads designed for skateboarding, roller-skating, in-line skating and/or bicycle use with plastic elbow caps, and knee pads designed for bicycle, skateboard and/or in-line skating use with plastic knee caps, which equipment shall be in good repair at all times during use;
- (2) Ride, operate, utilize a bicycle, skateboard, roller skates, or in-line skates unless such equipment is in good repair at all times during use;
- (3) Be on or use an individual apparatus within the skate park while another person is using it;
- (4) Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps) within the skate park;
- (5) Use the skate park amenities when the surfaces of the amenities are wet or other conditions exist which would adversely affect the safety of bikers, skateboarders, or skaters;
- (6) Use, operate, or possess any source of amplified music including but not limited to stereos, boom boxes, and amplifiers;
- (7) Enter the concreted portion of skate park unless actively bicycling, skateboarding, or in-line skating in accordance with these regulations;
- (8) Use, consume, or have within his or her custody or control food, beverages, or tobacco within the concreted portion of the skate park;
- (9) Use, consume, or have within his or her custody or control alcohol or illegal drugs within the skate park;

- (10) Enter the skate park while under the influence of alcoholic beverages or illegal drugs;
- (11) Use or possess glass containers, bottles, or other breakable glass products within the skate park;
- (12) Use or engage in profanity, reckless and boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying), or any activity which could endanger the safety of persons using the skate park or spectators;
- (13) Engage in graffiti, tagging, or other defacing of city property or the properties of others;
- (14) Ride, operate, or utilize any device other than a bicycle, skateboard, roller skates, or in-line skates (prohibited devices include, but are not limited to, motor vehicles, motorized skateboards, and motorized skates) within the skate park;
- (15) No person shall enter or remain in or upon the skate park premises: 1) while closed, as determined by the parks and recreation department, or 2) between the hours of 9:00 p.m. and 10:00 a.m.;
- (16) Use or have within his or her custody or control, board wax, within the skate park; and
- (17) No person shall enter the skate park with any animal.
- (18) No person under the age of twelve shall enter the skate park without being accompanied by a parent or guardian.

B. The skate park shall be posted with signs at the following locations:

- (1) At the entrance to the skate park; and
- (2) On the fences of the skate park, facing the interior of the skate park, and in such places inside the park as determined by the city. The signs shall not be less than 2 feet by 3 feet in size and shall use black letters on a white background. The signs may, but shall not be required to, summarize the regulations governing the use of the skate facility. Each sign shall contain, in letters not less than ½ inch in height, the following language:

WARNING
BICYCLING, SKATEBOARDING, AND IN-LINE SKATING
ARE HAZARDOUS RECREATION ACTVIITIES. USE OF
THIS FACILITY MAY RESULT IN SERIOUS INJURIES OR
DEATH. THE CITY OF LODI DOES NOT ASSUME ANY
RESPONSIBILITY FOR INJURIES OR DEATH. EACH
PERSON ENTERING THE FACILITY ASSUMES ALL RISK
OF INJURY OR DEATH. CALIFORNIA HEALTH AND
SAFETY CODE § 115800.

IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE A BICYCLE, SKATEBOARD, OR IN-LINE SKATES UNLESS THE PERSON IS WEARING A HELMET DESIGNED FOR BICYCLE, SKATEBOARD, AND/OR IN-LINE SKATING WITH A CHIN STRAP, ELBOW PADS DESIGNED FOR BICYCLE, SKATEBOARD, AND/OR IN-LINES SKATING USE WITH PLASTIC ELBOW CAPS AND KNEE PADS DESIGNED FOR BICYCLE, SKATEBOARD, AND/OR IN-LINE SKATING USE WITH PLASTIC KNEE CAPS, WHICH EQUIPMENT SHALL BE IN GOOD REPAIR AT ALL TIMES DURING USE. IT IS UNLAWFUL FOR ANY PERSON TO RIDE, OPERATE, OR UTILIZE ANY DEVICE OTHER THAN NON-MOTORIZED BICYCLES, NON-MOTORIZED SKATE BOARDS, AND NON-MOTORIZED SKATES. IT IS UNLAWFUL FOR ANY PERSON TO SMOKE, CONSUME ALCOHOLIC BEVERAGES, OR PLAY AMPLIFIED MUSIC WITHIN THE SKATE PARK. USERS UNDER THE AGE OF 12 MUST BE ACCOMPANIED BY A PARENT OR GUARDIAN. ANY PERSON FAILING TO COMPLY WITH THIS SECTION SHALL BE SUBJECT TO CITATIONS AND PENALTIES PURSUANT TO LODI MUNICIPAL CODE SECTION 1.08.010.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 6. The amended Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after January 1, 2012, or the first date allowable under State law.

Approved this 6th day of March, 2013

ALAN NAKANISHI, MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1871 was introduced at a regular meeting of the City Council of the City of Lodi held February 20, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held March 6, 2013, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1871 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney